EQUIPMENT SCHEDULE No. 86

RENEWAL NO. 2

For

("Equipment Schedule No. 86") To Master Lease Agreement dated as of May 1, 1995 Between

General Motors Corporation ("Lessee")

And

CAI-UBK Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee

First Amerian Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and Equipment Schedule No. 86 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

Equipment

A.

Equipment subject to Equipment Schedule No. 86, as further described on the

70 GMCOOH8602R2

Attached Annex A (the "Renewal Equipment")

B. Financial Terms

Capitalized Lessor's Cost:

\$203,450.00

2. Equipment Location:

General Motors Corporation

Delphi Saginaw Steering Systems

Plant #6

Towerline Road off Holland Road

Saginaw, MI 48601-9494

3. Renewal Term Lease Rate Factor/Dollars:

0.9191%/\$1,870.00

4. Renewal Term (Number of Months):

24

5. Renewal Term Commencement Date:

December 1, 2004

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

November 30, 2006.

C. Term and Rent

 Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., ("Lessor")

By:

Name:

Title:

Vasco H. Morais, Esq.

Senior Vice President

General Motors Corporation

By:

("Lessee")

•

Name:

Title:

Federal L.D. Number: 38-0572515

ANNEX A To Renewal No. 2 For

Equipment Schedule No. 86

To Master Lease Agreement dated as of May 1, 1995

Between

General Motors Corporation ("Lessee")

And

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee

Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location:

General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48601-9494

	SERIAL NUMBERS	DESCRIPTION	OTY	COST PER UNIT	TOTAL COST
Hyster	F108V07168T F108V07171T F108V07176T F108V07176T F108V07178T F108V07180T F108V07181T F108V07183T F108V07185T	Hyster E65XM	10	\$20,345.00	\$203,450.00

See Original Schedule 86 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$203,450.00

Initials:

Lessor

Jul

RENEWAL NO. 1

For

Equipment Schedule No. 86 To Master Lease Agreement dated as of May 1, 1995

Between

ORIGINAL

General Motors Corporation ("Lessee") And

CAI-UBK Equipment, a division of ATEL Transatiuntic Investors, Inc., as Assignee Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 86 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 86, as further described on the

Attached Annex A (the "Renewal Equipment")

B. Financial Terms

Capitalized Lessor's Cost;

\$162,760.00

Equipment Location:

General Motors Corporation Delphi Saginaw Steering Systems Plant#6

Towerline Road off Holland Road Saginaw, MI 48601-9494

3. Renewal Term Lease Rate Factor/Dollars:

1.3136% / \$2,138.02

4. Renewal Term (Number of Months):

5. Renewal Term Commencement Date:

October 1, 2001

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

September 30, 2002.

Term and Rent C.

Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (cach, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessec and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee of First American Capital Management Group, Inc. ("Lessor")

Delphi Automotive Systems, as Assignee

General Motors Corporation

("Lessor"

Name:

By:

Vasco H. Morais, Esq. Senior Vice President

- L. Maram

By:

Name:

Title:

Title:

Federal I.D. Number: 38-0572515

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 86

ORIGINAL

To Muster Lease Agreement dated as of May 1, 1995 Between General Motors Corporation ("Lessee") And

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48601-9494

Hyster

	SERIAL NUMBER		DESCRIPTION	OTY	COST PER UNIT	TOTAL COST	
S2	F108V07174T F108V07178T F108V07180T F108V07183T	F108V07176T F108V07179T F108V07181T F108V07185T	E65XM	8	\$20,345.00	\$162,760.00	

· See Original Schedule 86 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$162,760.00

Initials:

Lessor

Jis J

ORIGINAL Doc# 123486-001

REVISED

EQUIPMENT SCHEDULE NO. 88 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 2330 SIOUX TRAIL N.W., SUITE 114 PRIOR LAKE, MN 55372 GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lesse, Lessor agrees to acquire and lesse to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- B. FINANCIAL TERMS
 - 1. Advance Rent (if anv): N/A
 - 2. Capitelized Lesson's Cost \$540,545.00
 - 3. Basic Term Lesse Rate Factor, 1.842%
 - 4. Daily Lease Rate Factor: 0.0547%
 - 5. Basic Term (Number of Months): 60
 - 6. <u>Basic Term Commencement Date</u>: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
 - 7. Equipment Location: General Motors Corporation

Delphi Saginaw Steering Systems

Plant #8

Towerline Road off Holland Road Saginsw, MI 48801-9494

- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Hyster
- 10. Lest Deivery Date:
- 11. Termination Date: The later of (I) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
- 12. <u>Purchase Option</u>: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lesses shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.



Doc# 123486-001

- 14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lesse, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lesse and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lesse to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, fice of material rust and corrosion that would impede the normal operation of the units:
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
 - Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 - With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all betteries, all betteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. <u>Depreciation Method</u>: Two hundred percent (200%) declining belance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Banis: 100% of Capitalized Lesson's Cost.

D. TERM AND RENT

Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term
Commencement Date ("interim Period"), Leases shall pay as rent ("interim Rent") for each unit of
Equipment, the product of the Daily Lease Rate Factor times the Capitalized Leasor's Cost of such unit
times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term
Commencement Date.



- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each
 month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic
 Term Rent") the product of the Basic Term Lesse Rate Factor times the Capitalized Lessor's Cost of all
 Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoking errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits
 of not less than \$2,000,000 per occurrence combined single limit for personal injury and property
 damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessoe by authorized representatives of Lessor and Lessoe, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

Title:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

The state of the s

GENERAL MOTORS CORPORATION,

Name: / Title:

V. P. / C. F. O.

ORIGINAL

Doc# 123486-001

REVISED

ANNEX A

EQUIPMENT SCHEDULE NO. 86 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Type and Model Number Manufacturer Numbers of Equipment of units Cost/unit **Total Cost** Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Towerline Road off Holland Road Saginaw, MI 48601-9494 Hyster Hyster E65XM 18 \$20,345.00 \$366,210.00 6,500 lbs @ 24" LC Electric PR29443 With the following: Enhanced Controls GE EV100 ZX SCR 36 Volt Monotrol Direction Control SCR Hydrauscs Seat Actuated and Manual Brake Battery Discharge Indicator s/Lift Interupt MFG STD Battery Compartment No Side Covers Drive Tires: 21 x 8 x 15 Smooth Steer Tires: 16 x 6 x 10.5 Smooth Mast 2 Stage Vista 148" MFH/94" LH/6" FL Carriege: Hook Type 38.5" Sideshift MFG STD Forks: 48" MFG STD Freight

Hyster

PR29443

Hyeter E80XL2

8,000 lbs. @ 24" LC-Electric

With the following:

AP Control Package-GE EV200 LX SCR

1

36 Volt

Sest Actuated and Manual Brake Battery Compartment. No Covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth

Mast 2 Stage Vista 145.5" MFH/96" LH/6" FL

Carriage: Hook type 42* No load backrest Forice: 48* MFG STD

Additional Counterweight & Spacer Shims

Freight

\$29,630.00

\$29,630,00

ORIGINAL

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Page 2

REVISED

ANNEX A

EQUIPMENT SCHEDULE NO. 86

DESCRIPTION OF EQUIPMENT

Supplier/ Menufacturer Equipment Location: General Motors Corporati Delphi Saginaw Steering: Plant #6 Towariane Road off Holiar Saginaw, Mi 48801-9494	Systems id Road	Type and Model of Equipment	Number of units	Costiunit	Total Cost
Hystor PR29443		Hyster E80XL2 8,000 lbs. @ 24" LC-Electric With the following: AP Control Package-GE EV200 L 36 Volt Seat Actuated and Manual Brake Battery Compartment. No Covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast 2 Stage Vista 12.1" MFH/83. Carriage: Hook type 42" No load backrest Forks: 54" MFG STD Flat Plate Overhead Guard Additional Counterweight & Space Freight	5" LH/61.5" FL	\$30,050.00	\$30,050.00
Hyster PR28443		Hyster E80XL2 8,000 lbs @ 24" LC-Electric With the following: AP Control Package-GE EV200 L 36 Volt Sest Actuated and Manual Brake Battery Compartment: No covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83. Carriage: Hook type 42" No load backrest Sideahift: MFG STD Forks: 54" MFG STD	5" LH/51.5" FL	\$30,050.00	\$90,150.00

Additional Counterweight & Spacer Shims

¥.

Freight

OPIGINAL

Doc# 123486-001

Page 3

REVISED

ANNEX A TO

EQUIPMENT SCHEDULE NO. 86

DESCRIPTION OF EQUIPMENT

Supplier Serial Manufacturer Numbers Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerine Road off Holland Road Saginaw, MI 48601-9494

Type and Model Number of Equipment

of units Cost/unit Total Cost

Hyster

PR29443

Hyster E65XM \$24,505.00 \$24,505.00 6,500 ibs @ 24" LC-Electric

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Seat Actuated and Manual Brake Battery Compartment Less Side Covers Drive Tires: 21 x 8 x 15 Smooth Steer Tires: 16 x 6 x 10.5 Smooth Mast 3 Stage Viste 182" MFH/82" LH/57.5" FL Carriage: Hook type 38.5"

No load backreet Forks: 48" MFG STD Additional Counterweight

Cescade 55F-HS-A041 Sideshifting Fork Positioner

Freight

TOTAL EQUIPMENT COST:

\$540,545.00



Doc# 123486-002

ANNEX C TO TO EQUIPMENT SCHEDULE NO. 86 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 2 OF 2

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors Corporati Delphi Saginaw Steering : Plant #6 Towerline Road off Hollan Saginaw, MI 48801-8494	Systems	DESCRIPTION OF EQUIPM Type and Model of Equipment	IENT Number of units	<u>Cost/unit</u>	Total Cost
PR29443	F108V07168T F108V07169T F108V07170T F108V07170T F108V07172T F108V07173T F108V07175T F108V07176T F108V07176T F108V07178T F108V07180T F108V07180T F108V07183T F108V07183T F108V07185T F108V07188T	Hyster E85XM 6,500 libe @ 24" LC Electric With the following: Enhanced Contrtols GE EV100 ZX 36 Volt Monotrol Direction Control SCR Hydreuses Sest Actuated and Manual Brake Bettery Discharge Indicator s/Lift Int Bettery Compartment: No Side Cov Drive Tires: 21 x 8 x 15 Smooth Steer Tires: 16 x 6 x 10.5 Smooth Mast 2 Stage Vista 148" MFH/94" Carriage: Hook Type 38.5" Sideshift MFG STD Forks: 48" MFG STD Freight	terupt MFG STD Vers	\$20,345.00	\$366,210.00
Hyster PR29443	c C098D02340T	Hyster E80XL2 8,000 lbs. @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX 36 Volt Seat Actuated and Manual Brake Bettery Compartment: No Covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Msst 2 Stage Vista 145.5" MFH/96 Carriage: Hook type 42" No load backrest Forks: 48" MFG STD Additional Counterweight & Spacer Freight	** LH/6* FL	\$29,630.00	\$29,630.00

Doc# 123486-002 Page 2

ANNEX C TO

EQUIPMENT SCHEDULE NO. 86

ORIGINAL

CERTIFICATE NO. 2 OF 2

DESCRIPTION OF EQUIPMENT

. Supplier! Sorial Manufacturer Numbers

Type and Model er Equipment

Number of units

Cost/unit

Total Cost

Equipment Location: General Motors Corporation Delphi Seginaw Steering Systems Plant #6

Towerline Road off Holland Road Saginew, MI 48601-9494

Hyster

C098D02341T

Hyster E80XL2

\$30,050.00

\$30,050.00

PR29443

8,000 lbs. @ 24" LC-Electric

With the following:

AP Control Package-GE EV200 LX SCR

38 Volt

Sest Actuated and Manual Brake **Bettery Compartment: No Covers** Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83.5" LH/81.5" FL

Carriage: Hook type 42" No load backrest Forks: 54" MFG STD First Plate Overhead Guard

Additional Counterweight & Spacer Shims

Freight

Hyster PR29443 5 C098D02276T +C098D02277T g C098D02347T

Hyster E80XL2 8,000 lbs @ 24" LC-Electric 3

\$30,050.00

\$90,150.00

With the following:

AP Control Package-GE EV200 LX SCR 36 Volt

Seet Actuated and Manual Brake Battery Compartment: No covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth

Mast 2 Stage Vieta 121" MFH/83.5" LH/51.5" FL

Certiage: Hook type 42" No load backreat Skisshift MFG STD Forks: 54" MFG STD

Additional Counterweight & Spacer Shims

Freight

TOTAL EQUIPMENT COST:

\$516,040.00

LESSEE:

GENERAL MOTORS CORPORATION

Ву:

Authorized Representative

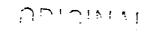
Namo: _Title:-

Purchasing Manager

Date:

Doc# 123486-001

ANNEX D TO EQUIPMENT SCHEDULE NO. 86 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995



STIPULATED LOSS VALUE TABLE*

And the second second	•
RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	115%
2 3	114%
3	113%
4	112%
5 6	111%
7	111%
8	110% 110%
9	10%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
. 16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22 23	100%
23 24	99%
2 5 25	98% 93%
26 ⁻	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%
37	88%
38	87%

39	86%	
40	85%	150101
41	85%	IGIN
42	84%	5.11.4
43	83%	
44	82%	
45	81%	
46	80%	•
47	79%	
48	78%	
49	77%	
50	76%	
51	76%	
52	74%	
53	73%	
54	72%	
55	71%	
56	70%	
57	70%	
58	68%	
5 9	67%	
60	67%	

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

X

Doc# 123486-001

EQUIPMENT SCHEDULE No. 788

RENEWAL NO. I For

Equipment Schedule No. 788

To Master Lease Agreement dated as of May 1, 1995 Between

756MCO\$78822RIA

General Motors Corporation ("Lessee") And

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee \mathbf{Of}

First American Capital Management Group, Inc. ("Lessor")

********************************** Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 788 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

Equipment subject to Equipment Schedule No. 788, as further described on the A. Equipment: Attached Annex A (the "Renewal Equipment")

В. Financial Terms

> \$98,050.00 Capitalized Lessor's Cost:

Equipment Location:

General Motors Corporation Delphi Packard Electric

Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

3. Renewal Term Lease Rate Factor/Dollars:

1.051 % / \$1,030.55

4. Renewal Term (Number of Months):

24

5. Renewal Term Commencement Date:

April 1, 2005

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

March 31, 2007.

C. Term and Rent

> Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (cach, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc.,

("Lessor")

As Assignee of First American Capital Management Group, Inc.

By:

Vasco H. Morais, Esq

Name:

Title:

Senior Vice President

General Motors Corporation

By:

("Lesseç"

John Jarrett Namer

Title:

Purchasing Manager

Federal I.D. Number: 38-0572515

ATEL LEGAL DEPARTMENT APPROVED AS TO FORM

ANNEX A To Renewal No. 1 For

Equipment Schedule No. 788 To Master Lease Agreement dated as of May 1, 1995 Between

General Motors Corporation ("Lessee")

And

CAL-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee Of

First American Capital Management Group, Inc. ("Lessor") -

Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Watton, OH 44483

	SERIAL NUMBER	DESCRIPTION	OTY	COST PER UNIT	TOTAL COST
Hyster	F108V12549V F108V12550V F108V12573V	Hyster E45XM 4500lb Lift Truck	3 -	\$19,625.00	\$58,875.00
Hyster	D114V03087V	Hyster E30XM 3000lb Lift Truck	1	\$17,470.00	\$17,470.00
Hyster	F108V12590V	Hyster E65XM 6500lb Lift Truck	I	\$21,705.00	\$21,705.00

See Original Schedule 788 Annex A for detailed description of equipment.

554 **4**

TOTAL EQUIPMENT COST:

\$98,050.00

Initials:

VV

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: ph

Affidavit Pg 19 of 194

RIEDINAL

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995



Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. **EQUIPMENT**

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- 8. FINANCIAL TERMS
 - 1. Advance Rent (if any): N/A
 - 2. Capitalized Lessor's Cost: \$272,960.00
 - 3. Basic Term Lease Rate Factor: 1.817%
 - 4. Daily Lease Rate Factor: 0.0539%
 - 5. Basic Term (Number of Months): 60
 - Basic Term Commencement Date: The last day of the calendar month in which the Commencement 6. Date occurs for all the Equipment described herein.
 - Equipment Location: General Motors Corporation 7,

Delphi Packard Electric Receiving Dock Plant 13 1285 North River Road Warren, OH 44483

- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- Termination Date: The later of (I) the 60th Basic Rent Date or (II) the last day of any extension of this 11.
- 12. Purchase Option: Fair Market Value.
- Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule 13. has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

1

- Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units:
 - Steer normally right and left in both forward and reverse;
 - Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - Lift, lower and tilt normally;
 - 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications:
 - 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

- 2, Basic Term Rent., Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule,

E. INSURANCE

- 1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property
- 2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

3

LESSOR:

LESSEE:

AGEMENT GROUP, INC.

By: Name: Title:

Marsha L. Smith Name:

Title: **Purchasing Senior Buyer**

firstame\els.788

ANNEX A TO

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer Numbers Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Hyster PO#P1S90743

Warren, OH 44483

Hyster E50XM

\$19,545.00

\$39,090.00

PRD2001A-001

5,000 lbs @ 24 LC - Electric With the following:

Enhanced Controls - GE EV100 ZX SCR:

36 Volt

Lever Direction Control

SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug

Mast 2 Stage VISTA 131.0" MFH/84" LH/82" FL

Carriage: Hook Type 38.5" Sideshift - Mig Std Forks:42* K-1 98

Freight

Hyster PO#P1S90743 PRD2001A-002 Hyster E50XM 5,000 lbs @ 24 LC - Electric

2

\$19,925.00

\$39,850.00

With the following: Enhanced Controls - GE EV100 ZX SCR:

36 Volt

Lever Direction Control SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug

Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL

Carriage: Hook Type 38.5* Sideshift - Mfg Std Forks:42* K-1 98

Freight

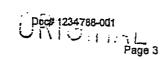
ANNEX A

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995 ORIGINAL Page 2

Supplier/ Manufacturer Equipment Location: General Motors Corporati Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483	Serial <u>Numbers</u> on	DESCRIPTION OF EQUIPME Type and Model of Equipment	NT Number of units	<u>Cost/unit</u>	<u>Total Cost</u>
Hypter PO#P1590743 PRD2021A-001		Hyster E30XM 3,000 ibs @ 24 LG - Electric With the following: Enhanced Controls Pkg 38 Voit Lever Direction Control SCR Hydraulics Battery Discharge Indicator with L Seat Actuated and Manual Brake Drive Tires: 18 X 5 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH/ Carriage: Hook Type 36" Sideshift - Mfg Std Forks:42" K-1 98 Operator Fan Freight	*	\$17,470.00	\$17,470.00
Hyster PO#P1S90743 PRD2021A-002		Hyster E65XM 6,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 Z 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Li Seat Actuated and Manual Brake Drive Tires: 21 X 8 X 15 Smooth Steer Tires: 16 X 6 X 10.5 Smooth Mast: 2 Stage VISTA 128.6" MFH/ Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks:42" K-1 98	ift Interrupt	\$21,705.00	\$21,705.00

Operator Fan

Freight



ANNEX A

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCR	PTION	OF E	QUIPME	NT
		Ur c	MOILWIE	141

Supplier/	Serial	Туре а
Manufacturer	Numbers	of Equ
Equipment Location:		
General Motors Con		
Delphi Packard Elec	tric	
Receiving Dock Plan		
1265 North River Ro		
Marran OH 44493		

ype and Model Number | Equipment of units Cost/unit

Cost/unit Total Cost

Hyster PO#P1S90743 PRD2024A-001 Hyster E30XM 1 \$17,470.00 \$17,470.00 3,000 lbs @ 24 LC - Electric

With the following: Enhanced Controls Pkg 38 Volt Lever Direction Control SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 18 X 6 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug

Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL

Carriage: Hook Type 36" Sideshift - Mfg Std Forks:42" K-1 98 Operator Fan Freight

Hyster PO#P1S90743 PRD2024A-002 Hyster E45XM 7 \$19,625.00 \$137,375.00

4,500 lbs @ 24 LC - Electric

With the following:

Enhanced Controls - GE EV100 ZX SCR:

38 Volt

Lever Direction Control

SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Sest Actuated and Manual Brake
Drive Tires: 21 X 7 X 15 Smooth
Steer Tires: 16 X 5 X 10.5 Polyurethane
Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL

Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks:42" K-1 98

Freight

TOTAL EQUIPMENT COST:

\$272,960.00

Initials Lessor Lessee

ANNEX C TO

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

CERTIFICATE NO. 1 OF _

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483	Serial <u>Numbers</u> on	DESCRIPTION OF EQUIPS Type and Model of Equipment	MENT Number of units	<u>Cost/unit</u>	Total Cost
Hyster PO#P1S90743 PRDZ001A-002	F108V12382V F108V12383V	Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 Z 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Li Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug Mast: 2 Stage VISTA 131.0" MFH/ Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks:42" K-1 98 Freight	ift Interrupt	\$19,925.00	\$39,850.00

TOTAL EQUIPMENT COST:

\$39,850.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

4-30-98

firstame\ets.788

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 2 OF _____

. To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

There is a

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors Corporall Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road	Serial <u>Numbers</u> ion	DESCRIPTION OF EQUIPA Type and Model of Equipment	/ENT Number of units	<u>Cost/unit</u>	Total Cost
Warren, OH 44483 Hyster PO#P1S90743 PRD2021A-001	D114V03087V	Hyster E30XM 3,000 lbs @ 24 LC - Electric With the following: Enhanced Controls Pkg 36 Volt Lever Direction Centrol SCR Hydraulics Battery Discharge Indicator with Li Seat Actuated and Manual Brake Drive Tires: 18 X 5 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH// Carriage: Hook Type 36" Sideshift - Mfg Std Forks:42" K-1 98 Operator Fan Freight	·	\$17,470.00	\$17,470.00

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Page 2

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 788

ORIGINAL

CERTIFICATE NO. 2 OF _____

DESCRIPTION OF EQUIPMENT

Serial Supplier/. Manufacturer Numbers Equipment Location:

General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

Type and Model Number of Equipment

of units

Cost/unit

Total Cost

Hyster

PO#P1890743

D114V03088V

Hyster E30XM

1

\$17,470.00

\$17,470.00

PRD2024A-001

3,000 lbs @ 24 LC - Electric With the following:

Enhanced Controls Pkg

36 Volt

Lever Direction Control **SCR Hydraulics**

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 18 X 6 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug

Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL

Carriage: Hook Type 36* Sideshift - Mfg Std Forks:42" K-1 98 Operator Fan Freight

Hyster PO#P1S90743 PRD2024A-002 #F108V12548V -F#08V42550V

Hyster E45XM

4,500 lbs @ 24 LC - Electric

8

\$19.625.00

\$117,750.00

F408¥17551V F408W12552W-

With the following:

Enhanced Controls - GE EV100 ZX SCR:

36 Volt

F188V12573V FT08 TETAL

Lever Direction Control

SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Smooth Steer Tires: 16 X 5 X 10.5 Polyurethane

Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5"

Sideshift - Mig Std Forks:42" K-1 98 Freight

TOTAL EQUIPMENT COST:

\$152,690.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

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Dec #1234785-003

ANNEX C TO

EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 3 OF 3

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (ill) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors Corporal Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483		DESCRIPTION OF EQUIPN Type and Model of Equipment	<u>1ENT</u> Number of units	Cost/unit	Total Cost
Hyster PO#P1S90743 PRD2001A-001	F108V12571V F108V12572V	Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug Mast: 2 Stage VISTA 131.0" MFH/8 Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	t Interrupt	\$19,545.00	\$3 9 ,090.00

05-44481-rdd Doc 6990-6

Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to

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ANNEX C TO

Doc #1234788-003

EQUIPMENT SCHEDULE NO. 788

CERTIFICATE NO. 3 OF 3

DESCRIPTION OF EQUIPMENT Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Manufacturer Numbers Equipment Location: General Motors Corporation Delphi Packard Electric

Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

F108V12590V

Serial

Hyster E65XM

6,500 lbs @ 24 LC - Electric

\$21,705.00

\$19,625.00

\$21,705.00

PO#P1S90743 PRD2021A-002

Hyster

Supplier/

With the following:

Enhanced Controls - GE EV100 ZX SCR:

36 Volt

Lever Direction Control

SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 21 X 8 X 15 Smooth Steer Tires: 16 X 6 X 10.5 Smooth

Mast: 2 Stage VISTA 126.5" MFH/84" LH/58.5" FL

1

Carriage: Hook Type 38.5* Sideshift - Mfg Std Forks:42" K-1 98 Operator Fan.

Freight

Hyster

PO#P1S90743 PRD2024A-002 F108V12575V

Hyster E45XM

4,500 lbs @ 24 LC - Electric

With the following:

Enhanced Controls - GE EV100 ZX SCR:

36 Volt **Lever Direction Control**

SCR Hydraulics

Battery Discharge Indicator with Lift Interrupt

Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Smooth Steer Tires: 16 X 5 X 10.5 Polyurethane Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL

Camage: Hook Type 38.5" Sideshift - Mig Std Forks:42" K-1 98 Freight

TOTAL EQUIPMENT COST:

\$80,420.00

\$19,625,00

LESSEE:

GENERAL MOTORS CORPORATION

Ву:

Authorized Representative

Name:

Marcha L. Smith

Title:

Purchasing Senior Buyer

Date:

-10 - 9

ANNEX D TO EQUIPMENT SCHEDULE NO. 788 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	
2	115%
2 3 4	114%
4	113%
5	112%
6	111%
7	111% 110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19 20	102%
20 21	101%
22 · · ·	101%
23 🔻	100%
. 24	99%
25-1-1	98%
28	93%
27	98%
28	96%
29	95%
30	94%
31	94%
32	93% 92%
33	92%
34	90%
	3070

Docti	1234788-001
	14.044.44.411

		(44-4) 50-501
35 36	90% 89%	
37	88%	ORIGIN:AL
38	87%	010011.712
39	86%	
40	85%	
41	85%	
42	84%	
43 .	83%	
44	82%	
45	81%	
46	80%	
47	79%	
48	78%	
49	77%	
50	76%	
51	76%	
52	74%	
53	73%	
54	72%	•
55	71%	
56	70%	
57	70%	
58	68%	ž.
59	67%	91.44
60	67%	- Charles
	· · ·	<i>i</i> .

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Lessee

Initials:

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EQUIPMENT SCHEDULE No. 806

756M60\$0601R2

RENEWAL NO. 2

For

Equipment Schodule No. 806 To Master Lease Agreement dated as of May 1, 1995

Beiween

General Motors Corporation ("Lessce")

And

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 806 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 806, as further described on the

Attached Annex A (the "Renewal Equipment")

B. Financial Terms

Capitalized Lessor's Cost:

\$151,775,00

Equipment Location:

General Motors Corporation Delphi Automotive Systems Energy & Engine Management

Dock 64/65

1000 Lexington Avenue Rochester, NY 14606

3. Renewal Term Lease Rate Factor/Dollars:

0.97% / \$1,472.52

4. Renewal Term (Number of Months):

12

5. Renewal Term Commencement Date:

February 1, 2005

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

January 31, 2006.

C. Term and Rent

> Renewal Term Rent; Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renowal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renowal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., As Assignce of First American Capital Management Group, Inc.

("Lessor")

Me La 1

By: Name:

Vasco H. Morais, Esq.

Title:

Senior-Vice President -

General Motors Corporation

By:

Name: John Jarrett

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 34 of 194

ANNEX A To Renewal No. 2 For

Equipment Schedule No. 806

To Master Lease Agreement dated as of May 1, 1995

Between General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee

OΓ

First American Capital Management Group, Inc. ("Lessor")

Equipment Location: General Motors Corporation Delphi Automotive Systems Energy & Engine Management Dock 64/65 1000 Lexington Avenue

Rochester, NY 14606

	SERIAL NUMBER	DESCRIPTION	<u>QTY</u>	COST PER UNIT	TOTAL COST
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$30,355.00	\$151,775.00

See Original Schedule 806 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$151,775.00

Initials:

W/

Viv V

RENEWAL NO. 1

For

Original

Equipment Schedule No. 806 To Master Lease Agreement dated as of May 1, 1995 Between

General Motors Corporation ("Lessee") And

CAI-ALJ Equipment, a division of ATEL Transationtic Investors, Inc., 25 Assignee Of

First Amerian Capital Munagement Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 806 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

Á. Equipment:

Equipment subject to Equipment Schedule No. 806, as further described on the

Attached Annex A (the "Renewal Equipment")

В. Financial Terms

Capitalized Lessor's Cost:

\$151,775.00

Equipment Location:

General Motors Corporation Delphi Automotive Systems Energy & Engine Management

Dock 64/65

1000 Lexington Avenue Rochester, NY 14606

3. Renewal Term Lease Rate Factor/Dollars:

1.2936% / \$1,963.36

Renewal Term (Number of Months):

12

Renewal Term Commencement Date:

November 1, 2003

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lesse upon not less than 90 days prior written notice, but in no event earlier than October 31, 2004.

C. Term and Rent

Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rute Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessec, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., As Assignee of First American Capital Management Group, Inc.

("Lessor")

By:

Name Vasco H. Morais, Esq.

Title:

Senior Vice President

General Motors Corporation

By:

("Lessee"

Name: John Jarrett

Title:

Purchasing Manager

Federal LD. Number: 38-0572515

ORIGINAL

ANNEX A To Renewal No. 1 For

Equipment Schedule No. 806
To Master Lease Agreement dated as of May 1, 1995

Between

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatiantic investors, Inc., as Assignee

Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location: General Motors Corporation Delphi Automotive Systems Energy & Engine Management Dock 64/65 1000 Lexington Avenue Rochester, NY 14606

	SERIAL NUMBER	DESCRIPTION	QTY	COST PER UNIT	TOTAL COST
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$30,355.00	\$151,775.00

See Original Schedule 806 Annex A for detailed description of equipment.

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TOTAL EQUIPMENT COST:

\$151,775.00

Initials:

Lacepr

Cosson

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER 527 MARQUETTE AVE., S. MINNEAPOLIS, MN 55402

INVOICE#

Date Billed 12/4/03 Date Due 11/30/03

Period Covered 11/1/03-11/30/03

GENERAL MOTORS CORPORATION 30009 VAN DYKE AVE M/C 480-206-216 WARREN, MI 48090-9025

RENTAL DUE ON LEASE AGREEMENT DATED MAY 1, 1995 GENERAL MOTORS LEASE NO. 802

General Motors Corporation Delphi Automotive Systems Energy & Engine Management Dock 64/65 1000 Lexington Avenue Rochester, NY 14606

	SERIAL NUMBER	DESCRIPTION	OTY	MONTHLY RENT
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$1,963.36

See Original Schedule 806 Annex A for detailed description of equipment.

Remit to: FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. CORPORATE TRUST DEPT. (32137) P.O. BOX 30007 SALT LAKE CITY, UT 84130

Doc# 1234806-001

EQUIPMENT SCHEDULE NO. 806 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E: HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached herete and made a part hereof.

- B. FINANCIAL TERMS
 - 1. Advance Rent (if any): N/A
 - 2. Capitalized Lessor's Cost : \$151,775,00
 - 3. <u>Dasic Term Lease Rate Factor</u>: 1.617%
 - Daily Lease Rate Factor: 0.0539%
 - 5. Basic Term (Number of Months): 60
 - Basic Term Commencement Date: The last day of the calendar month in which the Commencement
 Date occurs for all the Equipment described herein.
 - 7. Equipment Location: General Motors Corporation

Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenmue

1000 Lexington Avenmue Rochester, NY 14606

- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- 11. <u>Termination Date</u>: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
- 12. <u>Purchase Option</u>: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

Doc# 1234806-001

- 14. In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - Steer normally right and left in both forward and reverse;
 - Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - Lift, lower and tilt normally;
 - 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications:
 - 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Geductions:

- Degreciation Method: Two hundred percent (200%) declining balance method, switching to straight ۵. line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- ь. Recovery Period: 5 years.
- e. Basis: 100% of Capitalized Lessor's Cost.

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D. **TERM AND RENT**

Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Dally Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

Doc# 1234806-001

- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each
 month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay us rent
 ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's
 Cost of all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

Name: Title: LESSEE:

GENERAL MOTORS CORPORATION,

Name: Marsha L. Smith

Title: Purchasing Senior Buyer

University

Doc# 1234806-001

ANNEX A

EQUIPMENT SCHEDULE NO. 806 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Serial
Manufacturer Numbers
Equipment Location:
General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 84/65
1000 Lexington Avanmue
Rochester, NY 14806

Type and Model Number of Equipment of units Cost/unit

Hyster PO#RPS68626 PR043941-001

Hyster E80XL2 5 \$30,355.00 8,000 lbs @ 24" LC - Electric With the following: AS Control Package - GE EV200 LX SCR 36 Volt Lever Direction Control Contactor Hydraulics Seal Actuated & Manual Brake Battery Discharge Indicator w/Lift Interrupt - MFG STD Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 7 x 12.1 Smooth Mast: 3 Stage Vista 172" MFH/83.5" LH/51.5" FL Carriage: Hook Type 48" 4-Way Hydraulic Control Valve 4-Way Hydraulic Hose Group Sideshift - MFG STD Forks: 42" MFG STD Freight

TOTAL EQUIPMENT COST:

\$151,775.00

Total Cost

\$151,775.00

Initions Jessor Lessee

Doc# 1234806-001

ANNEX C

EQUIPMENT SCHEDULE NO. 806 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995 ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors Corporat Delphi Automotive Syster Energy & Engine Manage Dock 64/65 1000 Lexington Avenmus Rochester, NY 14606	ms ement	DESCRIPTION OF EQUIPS Type and Model of Equipment	MENT Number of units	<u>Cost/unit</u> .	<u>Total Cost</u>
Hyster PO#RPS68626 PR043941-001	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2 8,000 lbs @ 24" LC - Electric With the following: AS Control Package - GE EV200 36 Volt Lever Direction Control Contactor Hydraulics Seat Actuated & Manual Brake Battery Discharge Indicator w/Lift Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 7 x 12.1 Smooth Mast: 3 Stage Vista 172" MFH/83. Carriage: Hook Type 48" 4-Way Hydraulic Control Valve 4-Way Hydraulic Hose Group Sideshift - MFG STD Forks: 42" MFG STD Freight	Interrupt - MFG \$	\$30,355.00	\$151,775.00
		TOTAL EQUIPMENT COST: ESSEE: ENERAL MOTORS CORPORATION Authorized Representative Marsha L. Smith Purchasing Senior Buyer	in Smt		\$151,775.00

4-1-98

Date:

Doc# 1234806-001

ANNEX D

EQUIPMENT SCHEDULE NO. 806 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995 UKIUINAL

STIPULATED LOSS VALUE TABLE*

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent 1 2 3 4 5 6 7 8 9	115% 114% 113% 112% 111% 111% 110% 110% 109%
11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	108% 107% 106% 105% 105% 104% 103% 103% 102% 101% 100% 99% 98% 98% 98% 96% 95% 94% 94% 93% 92% 91%

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One#	1234806-001	
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34	90%	-
35	90%	ORIGINAL
36	89%	- III O II VAL
~⊹37	88%	
38	87%	
3 9	86%	
40	85%	
41	85%	
42	84%	
43	83%	
44	82%	
45	81%	
48	80%	
47	79%	
48		•
49	78%	
50	77%	
51	76%	
52	76%	
53	74%	
	73%	
54 55	72%	
55	71%	
56	70%	
57	70%	
58	68%	•
59	67%	
60	67%	

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

Hessor

Lessee

05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 45 of 194

EQUIPMENT SCHEDULE No. 815

756MC0031501R1A

DENEWAL NO. 1

For

Equipment Schedule No. 815 To Master Lease Agreement dated as of May 1, 1995

Retreso

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee

Of

First American Capital Mausgement Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 815 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

Equipment: A.

Equipment subject to Equipment Schedule No. 815, as further described on the

Attached Annex A (the "Renowal Equipment")

B. **Financial Terms**

Capitalized Lessor's Cost:

\$314,583.00

Equipment Location:

General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

3. Renewal Term Lease Rate Factor/Dollars:

1.051% / \$3,306.42

4. Renewal Term (Number of Months):

5. Renewal Term Commencement Date:

April 1, 2005

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lesse upon not less than 90 days prior written notice, but in no event earlier than

March 31, 2007.

Ç. Term and Rent

Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (cach, a "Rent Payment Date") during the Renewal Torm, Lessee shall pay as rent ("Renewal Torm Rent") the product of the Renowal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., As Assignee of First American Capital Management Group, Inc.

("Lessor")

By:

Name:

Vasco H. Morais, Esq.

Title:

Senior Vice President

General Motors Corporation

By:

Name: John Jarrett

Title:

Purchasing Manager

Federal I.D. Number: 38-0572515

TEL LEGAL DEPARTMENT APPROVED AS TO FORM

ANNEX A To Renewal No. 1 For

Equipment Schedule No. 815

To Muster Lease Agreement dated as of May 1, 1995

Between

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, Old 44483

	SERIAL NUMBER	DESCRIPTION	OTY	GOST PER UNIT	TOTAL COST
Crown	1A194014 1A194027 1A194039 1A194042 1A194044 1A194049 1A194052	Grown Lift Truck Model RC3020	8	\$17,868.00	\$142,944.00
Crown	6A158841 6A158891 6A158895 6A159021 6A159070 6A159071 6A159113 6A159116 6A159156 6A159157 6A159158 6A159159	Crown Lift Truck Model 30WRTF	13	\$13,203.00	\$171,639.00

See Original Schedule 815 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$314,583.00

Initials:

ATEL LEGAL DEPARTMENT APPROVED AS TO FORM

BY Ph

Lessee

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ORIGINAL

Dog# 1334815,001

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1885

756MCO\$81501

Lesser and Malling Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48650

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- B. FINANCIAL TERMS
 - Advance Rent (if any): N/A
 - 2. Capitalized Lessor's Cost: \$455,943.00
 - Basic Term Lease Rate Factor: 1.617%
 - 4. Daily Lease Rate Factor 0.539%
 - 5. Basic Term (Number of Months): 60
 - Basic Term Commencement Date: The last day of the calendar month in which the Commencement
 Date occurs for all the Equipment described herein.
 - 7. Equipment Location: General Motors Corporation
 Delphi Packard Electric
 Receiving Dock Plant 13

1265 North River Road Warren, OH 44489

- S. Lesses's Federal Tax ID Number: 38-0572816
- 9. Supplier: Fallsway Equipment Company
- 10. Last Delivery Date:
- 11. <u>Termination Date</u>: The later of (I) the 60th Basic Rent Date or (II) the last day of any extension of this Lease.
- 12. Purchase Option: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

Doc# 1234816-001

- 14 Return Provisions: in furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when leaded to its rated capacity, each unit shall;
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation
 - Steer normally right and left in both forward and reverse;
 - Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - Lift, lower and tilt normally;
 - 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications:
 - 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging

TAX BENEFITS C.

Depreciation Deductions:

- Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight 8. line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- Basis: 100% of Capitalized Lessor's Cost. C.

n TERM AND RENT

Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Dally Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each 2. month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the 3. Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

INSURANCE E.

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in 1. limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with 2. no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized

LESSOR:

ANAGEMENT GROUP, INC.

Name:

Title:

Name: Marsha L. Smith

Title:

LESSEE:

Purchasing Senior Buyer

GENERAL MOTOR'S CORPORATION.

Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 51 of 194 05-44481-rdd Doc 6990-6

ANNEX A TO **EQUIPMENT SCHEDULE NO. 815** TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Supplier/ Manufacturer Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483	Serial <u>Numbers</u> on	DESCRIPTION OF EQUIPM Type and Model of Equipment	MENT Number of units	<u>Cost/unit</u>	Total Cost
Fallsway Equipment Co. PO#P1989489 PRD2029A-001		Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt	1	\$17,868.00	\$17,868.00
		3,000 lbs @ 24 load center Battery Discharge Indicator w/Li Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bott Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	·	et	
PRD2029A-002		Crown Lift Truck Walk/Reach Stacker Model 30W With the following: 24 Vott 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lif Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Loa Emergency Power Disconnect	t interrupt 2	\$13,203.00	\$65,015.00

Three Speed Forward and Reverse

Freight

Forks: 42" Length Side and Bottom Tappered Pallet

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ORIGINAL

Doc# 1234815-001

ANNEX A TO

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Serial Type and Model Numbers of Equipment

Number

of units Cost/unit Total Cost

PRD2027A-001

Supplier/

<u>Manufacturer</u>

Equipment Location:

General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

6A159019

Crown Lift Truck

\$13,203,00

\$13,203.00

Page 2

Walk/Reach Stacker Model 30WRTF With the following:

24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift Interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilling Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

PRD2035A-003

6A159020

Crown Lift Truck Walk/Reach Stacker Model 30WRTF

\$13,203.00

\$13,203,00

With the following:

24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilting Fork Carriage with 48" Load Backrest

Emergency Power Disconnect

Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

PRD2004A-007

6A159021

Crown Lift Truck

\$13,203.00

\$13,203,00

Walk/Reach Stacker Model 30WRTF With the following:

24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilling Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Roverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

firstame\els.815

Doc# 1234815-001.

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ANNEX A

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

		DESCRIPTION OF EQUIPMENT		
Supplier/ Manufacturer Equipment Location: General Motors Corporat Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483	Serial <u>Numbers</u> ion	Type and Model Number of Equipment of units	<u>Cost/unit</u>	Total Cost
PRD2018A-004	6A159070	Crown Lift Truck 1 Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center	\$13,203.00	13,203.00
		Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilling Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pa	illet	:
PRD2023A-001	1A194049 1A194057 1A194056 1A194014 1A194027 1A194052 1A194042	Crown Lift Truck 7 Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bottom Tappered Pa Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	\$17,868.00	\$125,076.00
PRD2023A-002	6A159071 6A159114 6A159116 6A159158 6A158895 6A158896 6A159160 6A159159 6A159157	Crown Lift Truck 9 Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilling Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Prelight	\$13,203.00	\$118,827.00

Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to 05-44481-rdd Doc 6990-6

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Doc# 1234815-001

ANNEX A

TO

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer Numbers Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road

Type and Model Number of Equipment

of units

Cost/unit

Total Cost

Page 4

PRD2025A-001

Warren, OH 44483

1A194044 1A194039

Crown Lift Truck Forklift Model RC3020

2

\$17,868,00

\$35,736.00

With the following:

36 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mest: 3 Stage FFL 190/83/35

Sideshifter

Forks: 42" Lenght Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Emergency Power Disconnect

Freight

PRD2025A-002

6A169156 6A159115

Crown Lift Truck Walk/Reach Stacker Model 30WRTF

\$13,203.00

\$39,609.00

6A159113

With the following: 24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilting Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

TOTAL EQUIPMENT COST

\$455,943.00

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05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 55 of 194

Doc# 1234815-001

ANNEX C TO

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (II) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, If any.

		DESCRIPTION OF EQUIP	MENT		
Supplier/ Manufacturer Equipment Location: General Motors Corporat Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483		Type and Model of Equipment	Number of units	<u>Cost/unit</u>	Total Cost
Fallsway Equipment Co. PO#P1S89489 PRD2029A-001	1A193988	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bottor Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	-	\$17,868.00	\$17,868.00
PRD2029A-002	6A158894 6A158893 6A158892 6A168891 6A168841	Crown Lift Truck Walk/Reach Stacker Model 30WR With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Emergency Power Disconnect Three Speed Forward and Revers Forks: 42" Length Side and Bottor Freight	interrupt d Backrest se	\$13,203.00	\$66,015.00

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Doc# 1234815-001

ORICINAL Page 2

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT

DATED AS OF MAY 1, 1995

Supplier/ Serial Manufacturer Numbers

Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

DESCRIPTION OF EQUIPMENT

Type and Model Number

of Equipment of units

Cost/unit

Total Cost

PRD2027A-001

6A159019

Crown Lift Truck

\$13,203.00

\$13,203.00

\$13,203,00

Walk/Reach Stacker Model 30WRTF With the following:

24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilling Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

PRD2035A-003

6A159020

Crown Lift Truck

\$13,203.00

Walk/Reach Stacker Model 30WRTF With the following:

24 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt.

Mast: 2 Stage 30 WTL 154/95/12

Tilting Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

PRD2004A-007

6A159021

Crown Lift Truck

\$13,203.00

\$13,203.00

Walk/Reach Stacker Model 30WRTF With the following:

24 Voit

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 2 Stage 30 WTL 154/95/12

Tilling Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

Doc# 1234815-001

ORIGINAL Page 3

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Supplier/ Manufacturer Equipment Location: General Motors Corporat Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483		DESCRIPTION OF EQUIPM Type and Model of Equipment	I <u>ENT</u> Number of units	<u>Cost/unit</u>	<u>Total Cost</u>
PRD2018A-004	6A159070	Crown Lift Truck Walk/Reach Stacker Model 30WR' With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift I Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Emergency Power Disconnect Three Speed Forward and Reversi Forks: 42" Length Side and Bottom Freight	nterrupt Backrest	\$13,203.00	13,203.00
PRD2023A-001	1A194049 1A194057 1A194056 1A194014 1A194027 1A194052 1A194042	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift in Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bottom Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	·	\$17,868.00	\$125,076.00
PRD2023A-002	6A159071 6A159114 6A159116 6A159158 6A158895 6A158896 6A159160 6A159169 6A159167	Crown Lift Truck Walk/Reach Stacker Model 30WR* With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift in Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48* Load Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42* Length Side and Bottom Freight	nterrupt Backrest	\$13,203.00 ,	\$118,827.00

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ANNEX C

TO

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EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Supplier/

Serial Manufacturer Numbers Equipment Location: General Motors Corporation

Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

DESCRIPTION OF EQUIPMENT

Type and Model

of Equipment

Number of units

Cost/unit

Total Cost

PRD2025A-001

1A194044 1A194039

Crown Lift Truck Forklift Model RC3020

2

\$17,868.00

\$35,736.00

With the following:

36 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 3 Stage FFL 190/83/35

Sideshifter

Forks: 42" Lenght Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Emergency Power Disconnect

Freight

PRD2025A-002

6A159156 6A159115

Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following:

\$13,203.00

\$39,609.00

6A159113

24 Volt 3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift Interrupt

Mast: 2 Stage 80 WTL 154/95/12

Tilling Fork Carriage with 48" Load Backrest

Emergency Power Disconnect Three Speed Forward and Reverse

Forks: 42" Length Side and Bottom Tappered Pallet

Freight

TOTAL EQUIPMENT COST

\$455,943,00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L Smith

Title:

Purchasing Senior Buver

Date:

6-11-92

Doc# 1234815-001

ANNEX D TO EQUIPMENT SCHEDULE NO. 815 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

UKICINAL

STIPULATED LOSS VALUE TABLE*

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4.	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10 11	108%
12	108%
13	107%
13	106%
15	105%
16	105%
17	104%
18	103%
19	103%
20	102% 101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

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37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55	Amuavit	88% 87% 86% 85% 85% 84% 83% 82% 81% 80% 79% 78% 76% 76% 76% 74%	Doc# 1234815-001
		71% 70%	
58 59 60		70% 68% 67% 67%	

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

Lessee

05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 61 of 194

EQUIPMENT SCHEDULE NO. 775

RENEWAL NO. 1

For Equipment Schedule No. 775

To Muster Lease Agreement duted as of May 1, 1995

Between

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignce Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 775 being collectively referred to as "Leaso").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

Equipment: A.

Equipment subject to Equipment Schedule No. 775, as further described on the

756MCOOT77501R1A

Attached Annex A (the "Renewal Equipment")

13 Financial Terms

Capitalized Lessor's Cost:

\$17,913.00

Equipment Location:

General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

3. Renewal Term Lease Rate Factor/Dollars:

1.051% / \$188.27

4. Renewal Term (Number of Months):

24

5. Renewal Term Commencement Date:

April I, 2005

6. Renewal Term Termination Date:

The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

March 31, 2007.

C. Term and Rent

> Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Torm, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., As Assignee of First American Capital Management Group, Inc.

("Lessor") By:

Vasco H. Morais, Esq.

Name:

Senior Vice President

Title:

ATEL LEGAT AND WATMENT

APP WOW .. D AS TO FURM

General Motors Corporation

By:

John Jarrett Name:

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

ANNEX A To Renewal No. 1 For

Equipment Schedule No. 775
To Master Lease Agreement dated as of May 1, 1995
Between

General Motors Corporation ("Lessee")
And

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

	SERIAL NUMBER	DESCRIPTION	OTY	COST PER UNIT	TOTAL COST
1	IA193579	Crown Model 3020-30 Forklift Truck	1	\$17,913.00	\$17,913.00

See Original Schedule 775 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$17,913.00

Initials:

Crown

 \cap \cap

ATEL LEGAL DESCRIMENT APPROVIDE AS TO FORM

BY: VI

EQUIPMENT SCHEDULE NO. 775 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

Lesses and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- B. FINANCIAL TERMS
 - 1. Advance Rent (if any): N/A
 - 2. Capitalized Lessor's Cost: \$17,913.00
 - 3. Basic Term Lease Rate Factor: 1.617%
 - 4. Daily Lease Rate Factor: 0.0539%
 - 5. Basic Term (Number of Months): 60
 - Basic Term Commencement Date: The last day of the calendar month in which the Commencement
 Date occurs for all the Equipment described herein.
 - 7. Equipment Location: General Motors Corporation
 Delphi Packard Electric
 Receiving Dock Plant 13
 1265 North River Road
 Warren, OH 44483
 - 8. Lessee's Federal Tax ID Number: 38-0572515
 - 9. Supplier: Fallsway Equipment Company
 - 10. Last Delivery Date:
 - Termination Date: The later of (I) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
 - 12. Purchase Option: Fair Market Value.
 - 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not praviously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Mester lesse and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable

- 1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.

for the Equipment unless and until it is returned to Lessor as specified below.

- Move through its normal speed ranges in both forward and reverse;
- Be in good appearance, free from all advertising, and insignle placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units:
- Steer normally right and left in both forward and reverse;
- e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
- f. Lift, lower and tilt normally;
- 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications:
- 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
- 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Genreciation Deductions:

- 뎔. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- Basis: 100% of Capitalized Lesser's Cost. e.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

- 2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- 2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICA anagement group. Inc.

By: Name: Title:

Name: Marsha L. Smith

Title: Purchasing Senior Buyer

GENERAL MOTORS CORPORATION

ANNEX A

TO

EQUIPMENT SCHEDULE NO. 775 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer <u>Numbers</u> Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483

Type and Model

of Equipment

Number of units

Cost/unit

Total Cost

Fallsway PO#P1\$89447 PRD2009A-001 Crown Model 3020-30

\$17,913.00

\$17,913.00

Forklift Truck With the following:

Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #933)

Mast: 3-Stage FFL 226/95/47 with Tilt

Sideshifter: Hydraulic

Forks: 42° x 1.5" x 4" Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Directional Forward Steering Emergency Power Disconnect

Power Steering

TOTAL EQUIPMENT COST:

\$17,913.00

Lessee

ANNEX C

EQUIPMENT SCHEDULE NO. 775 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Supplier/ Serial

Manufacturer Numbers

Equipment Location:
General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13

1265 North River Road

Fallsway PO#P1S89447 PRD2009A-001

Warren, OH 44483

1A193579

Crown Model 3020-30

Type and Model

of Equipment

1

Number

of units

\$17,913.00

Cost/unit

\$17,913.00

Total Cost

ID No:Y26693PE Forklift Truck
With the following:

Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #933)

Mast: 3-Stage FFL 226/95/47 with Tilt

Sideshifter: Hydraulic

Forks: 42" x 1.5" x 4" Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Directional Forward Steering Emergency Power Disconnect

Power Steering

TOTAL EQUIPMENT COST:

\$17,913.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

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Authorized Representative

Name:

Marsha L. Smith

Title:

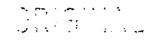
Purchasing Senior Buyer

Date:

4-29-98

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ANNEX D TO EQUIPMENT SCHEDULE NO. 775 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995



STIPULATED LOSS VALUE TABLE*

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%:
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

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37		88%-
38		87%
39	•	86%
40		85%
41		85%
42		84%
43		83%
44		82%
45		81%
46		80%
47		79%
48		78%
49		77%
50		76%
51		76%
52		74%
53		73%
54		72%
55		71%
56		70%
57		70%
58	·	68%
59	•	67%
60	•	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials

Lessor

essee

05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 71 of 194

EQUIPMENT SCHEDULE No. 816

Affidavit Pg 72 of 194

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Doc# 1234516-001

EQUIPMENT SCHEDULE NO. 816 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

756NC6031601

Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

Α. EQUIPMENT

Pursuant to the terms of the Lease, Leasor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- FINANCIAL TERMS 8,
 - 1. Advance Rent (if any): N/A
 - 2. Capitalized Lessor's Cost: \$20,933.00
 - 3. Basic Term Lease Rate Factor: 1.617%
 - 4. Daily Lease Rate Factor: 0.539%
 - 5. Basic Term (Number of Months): 60
 - 6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
 - 7. Equipment Location: General Motors Corporation

Delphi Packard Electric System

Equipment Warehouse 9650 C Rallroad Dr. El Paso, TX 79924

- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Fallsway Equipment Company
- 10. Last Delivery Date:
- Termination Date: The later of (I) the 60th Basic Rent Date or (ii) the last day of any extension of this 11.
- 12. Purchase Option: Fair Market Value.
- Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule 13. has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lesses of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and

- 14. Retum Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - Start under its own power and idle without water, fuel or oil leaks.
 - Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - Lift, lower and tilt normally:
 - Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 - With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. <u>Depreciation Method</u>: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

 Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Dally Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the 3. Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in 1. limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with 2. no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized

LESSOR:

LESSEE:

IN CAPITAL MATNAGEMENT GROUP, INC.

By: Name:

Title:

GENERAL MOTORS CORPORATION.

Name: Marsha L Smith

Title: Purchasing Senior Buyer

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Doc# 1234816-001

ANNEX A

EQUIPMENT SCHEDULE NO. 816 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Serial

Manufacturer Numbers

Equipment Location:

General Motors Corporation

Delphi Packard Electric System

Equipment Warehouse

9650 C Rallroad Dr.

El Paso, TX 79924

Type and Model Number of Equipment of units

Cost/unit Total Cost

\$20,933.00

Fallsway Equipment Co. PO#P1S86768 PRD2010A-002

Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift Interrupt

Mast: 3 Stage FFL 154/71/23 Sideshifter Hydraulic

Forks: 42" Lenght Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Emergency Power Disconnect

Freight

TOTAL EQUIPMENT COST

\$20,933.00

\$20,933.00

Initiate Dessor Lessue

05-44481-rdd Doc 6990-6

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ANNEX C TO

EQUIPMENT SCHEDULE NO. 816 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease aretrue and correct on the date hereof; and (ili) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Serial Manufacturer Numbers . Equipment Location: General Motors Corporation Delphi Packard Electric System Equipment Warehouse 9650 C Railroad Dr. El Paso, TX 79924

DESCRIPTION OF EQUIPMENT

Type and Model of Equipment

Number of units

Cost/unit

\$20,933.00

Total Cost

\$20,933.00

Fallsway Equipment Co. 1A191890

PO#P1S86768 PRD2010A-002 Crown Lift Truck

Forklift Model RC3020 With the following:

36 Volt

3,000 lbs @ 24 load center

Battery Discharge Indicator w/Lift interrupt

Mast: 3 Stage FFL 154/71/23

Sideshifter Hydraulic

Forks: 42" Lenght Side and Bottom Tappered Pallet

Drive Tires: Poly Steer Tires: Poly

Emergency Power Disconnect

Freight

TOTAL EQUIPMENT COST

\$20,933.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

--8-98

firstame\els 816

ANNEX D TO EQUIPMENT SCHEDULE NO. 816 TO MASTER LEASE AGREEMENT

ORIGINAL

STIPULATED LOSS VALUE TABLE*

DATED AS OF MAY 1, 1995

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5 6	111%
7	111%
<i>1</i> 8	110%
9	110%
10	109%
11	108%
12	108%
13	107%
14	106%
15	105% 105%
16	105%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35 36	90%
36	89%

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	37 38	88% 87% ORIGINAL	
	39	86%	
	40	85%	
	41	85%	
	42	84%	
	43	83%	
	44	82%	
	45	81%	
	46	80%	
	47	79%	
	48	78%	
	49	77%	
	50	76%	
	51 °	76%	
	52	74%	
	53	73%	
	54	72%	
	55	71%	
	56	70%	
	57	70%	
	58	68%	
	EO		

67%

67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shallbe equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

Lessee

59

60

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EQUIPMENT SCHEDULE No. 819

RENEWAL NO. I

For

756MCOD81901-R1

Equipment Schedule No. 819 To Master Lease Agreement dated as of May 1, 1995 Between

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assigned

Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 819 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lesse. except as modified herein.

Equipment: A.

Equipment subject to Equipment Schedule No. 819, as further described on the

Attached Annex A (the "Renewal Equipment")

В. Financial Terms

Capitalized Lessor's Cost:

\$29,796,00

Equipment Location:

General Motors Corporation Dolphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vendelia, OH 45377

3. Renewal Term Lense Rate Factor/Dollars;

1.2935% / \$372.50

4. Renewal Term (Number of Months):

5. Renewal Torm Commencement Date:

October 1, 2004

6. Renewal Term Termination Date:

The date the Lessee returns the Items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than

September 30, 2005.

Term and Reat C.

Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAL-ALJ Equipment, a division of ATEL Transationic investors, Inc., As Assignee of First American Capital Management Group, Inc.

("Lessor"

Бy:

Namer

Title:

Vasco H. Morals, Esq. -- Center-Vice-President

General Motors Corporation

("Lessee")

By:

Harold-Brown John W. Jannett Name:

Purchasing Agent

Federal I.D. Number: 38-0572515

ATEL LEGAL DEPARTMENT APPROVED as to form

ANNEX A To Renewal No. 1

For Equipment Schodulo No. 819

To Master Lease Agreement dated as of May 1, 1995

Between

General Motors Corporation ("Lessee")

And

CAI-ALJ Equipment, a division of ATEL Transatiantic Investors, Inc., as Assignee

Of

First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Interior & Lighting
Delphi I - Vandalia Plant
250 Northwoods Blvd.
Bldg 48 Receiving
Vandalia, OH 45377

	SERIAL NUMBER	DESCRIPTION	OTY	COST PER UNIT	TOTAL COST
Hyster	A455N01522V	Hyster W30XTR	1	\$15,003.00	\$15,003,00
Hyster	A455N01521V	Hyster W30XTR	I	\$13,793.00	\$13,793.00

See Original Schedule 819 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$28,796.00

Initials:

Leaser

ORIGINAL Doc# 1234819-001

EQUIPMENT SCHEDULE NO. 819 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402 GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

- B. FINANCIAL TERMS
 - 1. Advance Rent (If any): N/A
 - Capitalized Lessor's Cost : \$28,796.00
 - 3. Basic Term Lease Rate Factor: 1.617%
 - Daily Lease Rate Factor: 0.0539%
 - 5. Basic Term (Number of Months): 60
 - 6. <u>Basic Term Commencement Date</u>: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
 - 7. <u>Equipment Location</u>: General Motors Corporation

Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia. OH 45377

- 8. Lesse's Federal Tex ID Number: 38-0572515
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- 11. <u>Termination Date</u>: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Loace.
- 12. Purchase Ootion: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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- In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - At the time of return when loaded to its rated capacity, each unit shall:
 - Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units:
 - Steer normally right and left in both forward and reverse;
 - Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - Lift, lower and tilt normally:
 - 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications:
 - 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- Ç. Basis: 100% of Capitalized Lessor's Cost.

D. **TERM AND RENT**

interim Rent. For the period from and including the Lease Commencement Date to the Basic Term 1, Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Dally Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each 2. month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the 3. Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- 2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AME MANAGEMENT GROUP, INC.

8y: Name:

Title:

Name:

Marsha L. Smith

Purchasing Senior Buyer Title:

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ANNEX A TO

EQUIPMENT SCHEDULE NO. 819 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalla, OH 45377

Hyster PO#IVS36598 PR1C3521-001 Hyster W30XTR

3,000 lbs Walkie Reach Stacker - Electric

\$15,003.00

\$15,003.00

Counterbalanced Model With the following:

24 Volt

Transistor Controls

Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL

Single Reach Carriage with Sideshift: 32.5" Pin Type

Forks: 48" X 1.5" X 4" - MFG STD

Load Wheels: 4" X 2.8" Tandem Polyurethene

Drive Tires: 10" X 5" Polyurethane

Freight

Hyster PO#IVS36598 PR1C3522-001

Hyster W30XTR

\$13,793.00

\$13,793.00

3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model

With the following: 24 Volt

Transistor Controls

Mast: 2 Stage 111.5" MFG/77" LH/6.5" FL

Single Reach Carriage Without Sideshift: 32.5" Pin Type

Tilt: 4 Forward/8 Back

Forks: 42" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane

Drive Tires: 10" X 5" Polyurethane

Freight

TOTAL EQUIPMENT COST:

\$28,796.00

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ORIGINAL

ANNEX C

EQUIPMENT SCHEDULE NO. 819 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lease hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Type and Model Number Manufacturer Numbers of Equipment of Equipment of units

Equipment Location:

General Motors Corporation

Delphi Interior & Lighting

Delphi I - Vandalia Plant

250 Northwoods Blvd.

Bldg 48 Receiving

Vandalia, OH 45377

Hyster PO#IVS36598 PR1C3521-001 A455N01522V

Hyster W30XTR

1

\$15,003.00

Cost/unit

\$15,003.00

Total Cost

3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following:

24 Volt

Transistor Controls

Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL

Single Reach Carriage with Sideshift: 32.5" Pin Type

Forks: 48" X 1.5" X 4" - MFG STD

Load Wheels: 4" X 2.8" Tandom Polyurethane

Drive Tires: 10" X 5" Polyurethane

Freight

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ANNEX C

TO

EQUIPMENT SCHEDULE NO. 819 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Equipment Location:

Serial Numbers General Motors Corporation

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Delphi Interior & Lighting Delphi I - Vandalla Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377

A455N01521V

Hyster W30XTR

\$13,793.00

\$13,793.00

:,

PO#IVS38598 PR1C3522-001

Hyster

3,000 lbs Walkle Reach Stacker - Electric

Counterbalanced Model

With the following: 24 Volt

Transistor Controls

Mast: 2 Stage 111.5" MFG/77" LH/6.5" FL

Single Reach Carriage Without Sideshift: 32.5" Pin Type

Tilt: 4 Forward/8 Back

Forks: 42" X 1.5" X 4" - MFG STD

Load Wheels: 4" X 2.8" Tandem Polyurethane

Drive Tires: 10" X 5" Polyurethane

Freight

TOTAL EQUIPMENT COST:

\$28,796.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Max **Authorized Representative**

Namo:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

6-10-98

DOC# 1234819-001

ANNEX D TO EQUIPMENT SCHEDULE NO. 819 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE*

RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	7 19 70
1	
2	115%
3	114%
4	113%
5	112%
6	111%
7	111%
8	110%
9	110%
10	109%
11	108%
12	108%
13	107% 106%
14	105%
15	- 105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%

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		- 44 (25.40)3.00]
34	90%	· · · · · · · · · · · · · · · · · · ·
35	90%	
36	89%	والمعتول والمساورة ومساؤ
37	88%	
38	87%	
39	86%	
40	85%	
41	85%	
42	84%	
43	83%	
44	82%	
45	81%	
46	80%	
47	79%	
48	78%	
49	77%	
50	76%	
51	76%	
52		
53	74%	•
54	73%	
55	72%	
56	71%	
57	70%	
58	70%	
	68%	
59	67%	.
60	67%	

*The Stipulated Loss Value or Termination Value for any unit of Equipment shallbe equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials;

Lessor

Lessee

EQUIPMENT SCHEDULE No. 1118

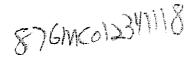
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Doc# 12341118-001

EQUIPMENT SCHEDULE NO. 1118 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995



Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT. MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

EQUIPMENT A.

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

FINANCIAL TERMS В.

- Advance Rent (if any): N/A
- 2. Capitalized Lessor's Cost: \$176,011.00
- Basic Term Lease Rate Factor: 1.642%
- Daily Lease Rate Factor: 0.0547%
- Basic Term (Number of Months): 60
- Basic Term Commencement Date: The last day of the calendar month in which the Commencement 6, Date occurs for all the Equipment described herein.
- Equipment Location: General Motors de Mexico S.A. de C.V. Various as described on Annex A attached hereto
- Lessee's Federal Tax ID Number: 38-0572515 8.
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- Termination Date: The later of (I) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
- 12. Purchase Option: Fair Market Value.
- Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule 13. has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

Doc# 12341118-001

- 14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally:
 - Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 - With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
 - Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. <u>Depreciation Method</u>: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- Recovery Period: 5 years.
- Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term
Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of
Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such
unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term
Commencement Date.

- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each
 month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic
 Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of
 all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By: /\ Name: /

Title:

GENERAL MOTORS CORPORATION

Name: Marsha L. Smith

Title: Purchasing Senior Buyer

5

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ANNEX A

TO

EQUIPMENT SCHEDULE NO. 1118 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Ensamble de Cables y Components S.A. de C.V.

Calle 2a. OTE #301

Parque Industrial Monterret

Apadoca, Nuevo Leon, Mexico 66600

Hyster/Hyster PO#P1S91129 PRD2015A-004 S80XL2

\$31,960,00

\$31,960.00

8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control

Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug

Wide Tread

Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL

Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B

Engine Shutdown If Operator Leaves Seat Without Setting Park Brake

Freight

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. ... Calle Iturbe #6970-

Parque Industrial Longoria

Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster PO#P1S91129 PRD2015A-004 S80XL2

531,960.00

S31.960.00

8,000 lb Gas Lift Truck With the following: GM - LP Gas

Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug

Wide Tread

Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL

Carriage: Hook Type 48* Sideshift - Mfg Std Forks: 60" K-1 9B

Engine Shutdown if Operator Leaves Seat Without Setting Park Brake

Freight

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ANNEX A TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/

Serial

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Menufacturer Numbers Equipment Location:

General Motors de Mexico S.A. de C.V. Delphi Alambrados Automotrices S.A. de C.V.

Av De Las Fabricas #5814 Parque Industrial Finsa

Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster

PO#P1S91129

B60XT

\$6,230.00

\$6,230.00

PRD2015A-005

6,000 lb Capacity LP Electric Pallet Jack

With the following: Controls - Transistor

24 Volt

Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10'x 5" Tandem Articulating Load Wheels

Butterfly Control Handle

Battery Discharge Indicator With Lift Interrupt

60" Load Backrest

Freight

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970

Parque Industrial Longoria

Nuevo Laredo, Tamaulipas, Mexico 81000

E50XM

\$23,235.00

\$69,705.00

Hyster/Hyster PO#P1S91129 PRD2015A-006

5,000 lb Capacity Electric Lift Truck

With the following:

Enhanced Controls - GE EV100 ZX SCR

36 Volt

Lever Direction Control

Seat Actuated & Manual Park Brake

SCR Hydraulics

Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL

Carriage: Hook Type 38.5" Sideshift - Mig Std Forks: 42" K-1 9B

Battery Compartment ROLLERS for RH Machine Removal

Freight

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RIGINA

ANNEX A TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Ensamble de Cables y Components S.A. de C.V.

Iturbe 1305

Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster

B30XTR

\$18,078.00

\$18,078,00

\$18,078.00

PO#P1S91129 PRD2015A-010 3,000 lb Lift Truck

With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control

Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift: 32.5" Pin Type

Load Backrest - 48*

Forks: 42" x 1.5" x 4" - MFG STD

Battery Discharge indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires: 10" x 5" Polyurethane

Freight

General Motors de Mexico S.A. de C.V. Delphi Cableados S.A. de C.V.

Calz. De Lam Revolucion S/N

Parque Industrial

Guadalupe, Zacatecas, Mexico 99080

Hyster/Hyster PO#P1S91129 PRD2015A-010 B30XTR

3,000 lb Lift Truck

With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control

Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift: 32.5" Pin Type

Load Backrest - 48"

Forks: 42" x 1.5" x 4" - MFG STD

Battery Discharge indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires; 10" x 5" Polyurethane

Freight

TOTAL EQUIPMENT COST:

\$176,011.00

\$18,078.00

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ΤO

EQUIPMENT SCHEDULE NO. 1118 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors de Mexic	Serial Numbers	DESCRIPTION OF EQUIP Type and Model of Equipment	MENT Number of units	Cost/unit	Total Cost	
Delphi Ensamble de Cab Calle 2a. OTE #301 Parque Industrial Monter Apadoca, Nuevo Leon, N	les y Components ret	S.A. de C.V.				
11	D004D05632V	S80XL2	1 :	\$31,960.00	53 . 960.00	
Hyster/Hyster PO#P1S91129		8,000 lb Gas Lift Truck	,			
PRD2015A-004	•	With the following:		• •		
		GM - LP Gas	•			•
		Lever Direction Control				
		Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug	• • • • •	t e		•
	•	Wide Tread				
		Mast: 3 Stage Vista 194" MFH/91 Carriage: Hook Type 48" Sideshift – Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Lea Freight		Setting Park Brake	***	

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster PO#P1S91129 PRD2015A-004 D004D05633V

S80XL2

BUXLZ

8,000 lb Gas Lift Truck

With the following:

GM – LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16

Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug

Wide Tread

Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL

Carriage: Hook Type 48* Sideshift – Mfg Std Forks: 60* K-1 9B

Engine Shutdown if Operator Leaves Seat Without Setting Park Brake

Freight

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\$31,960.00

\$31,960.00

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> ANNEX C TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

General Motors de Mexico S.A. de C.V. Delphi Alambrados Automotrices S.A. de C.V.

Av De Las Fabricas #5814 Parque Industrial Finsa

Nuevo Laredo, Tamaulipas, Mexico 81000

Hvster/Hvster

B199H05155V

B60XT· '

\$6,230.00

\$6,230.00

PO#P1S91129 PRD2015A-005 6,000 lb Capacity LP Electric Pallet Jack

With the following: Controls - Transistor

24 Volt

Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10'x 5" Tandem Articulating Load Wheels

Butterfly Control Handle

Battery Discharge Indicator With Lift Interrupt

60" Load Backrest

Freight

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster PO#P1S91129 PRD2015A-006 F108V12620V F108V12621V F108V12641V E50XM

5,000 lb Capacity Electric Lift Truck

\$23,235,00

\$69,705.00

With the following:

Enhanced Controls - GE EV100 ZX SCR

36 Volt

Lever Direction Control

Seat Actuated & Manual Park Brake

SCR Hydraulics

Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL

Carriage: Hook Type 38.51 Sideshift - Mfg Std Forks: 42" K-1 9B

Battery Compartment ROLLERS for RH Machine Removal

Freight

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ANNEX C

RIGINA

TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Ensamble de Cables y Components S.A. de C.V.

Iturbe 1305

Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster

A455N01523V

B30XTR

\$18,078.00

\$18,078.00

\$18,078.00

PO#P1S91129 PRD2015A-010 3,000 lb Lift Truck With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift; 32.5" Pin Type

Load Backrest - 48"

Forks: 42" x 1.5" x 4" - MFG STD

Battery Discharge indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires; 10" x 5" Polyurethane

Freight

General Motors de Mexico S.A. de C.V. Delphi Cableados S.A. de C.V. Calz. De Lam Revolucion S/N

Parque Industrial

Hyster/Hyster

PO#P1S91129

PRD2015A-010

Guadalupe, Zacatecas, Mexico 99080

A455N01524V

B30XTR

3,000 lb Lift Truck

With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift: 32.5" Pin Type

Load Backrest - 48"

Forks: 42" x 1.5" x 4" - MFG STD

Battery Discharge indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires; 10" x 5" Polyurethane

Freight

TOTAL EQUIPMENT COST:

\$176,011.00

\$18,078.00

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

LESSEE:

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ANNEX C TO

ORIGINAL

EQUIPMENT SCHEDULE NO. 1118 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) . Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease, (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

-		DESCRIPTION OF EQU	IIPMENT		
Supplier/ Manufacturer	Serial Numbers	Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location:	***************************************		•		
General Motors de Me		- · - ·			
Delphi Ensamble de C Calle 2a. OTE #301	ables y Components	S.A. de C.V.			
Parque Industrial Mont	lerret ·				
Apadoca, Nuevo Leon			•	-	i
Hyster/Hyster	D004D05632V	SB0XL2	1	\$31,960.00	s3 1 ,960.00
PO#P1S91129	. *	8,000 lb Gas Lift Truck		•	
PRD2015A-004	•	With the following: GM – LP Gas		4	. .
		Lever Direction Control Drive Tires: 22 x 9 x 16 Lug	2 t + 1 t +	· · · · · · · · · · · · · · · · · · ·	
		Steer Tires: 18 x 7 x 12.1 Lug Wide Tread	*.		
		Mast: 3 Stage Vista 194" MFF Carriage: Hook Type 48" Sideshift – Mfg Std	-1/91.5" LH/60.0" FL	: ***	
		Forks: 60" K-1 9B Engine Shutdown if Operator Freight	Leaves Seat Without	Setting Park Brake	•

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster PO#P1S91129 PRD2015A-004 D004D05633V

S80XL2

8,000 lb Gas Lift Truck

\$31,960.00

\$31,960.00

With the following: GM - LP Gas Lever Direction Control

Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug

Wide Tread

Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL

Carriage: Hook Type 48* Sideshift - Mfg Std Forks: 60" K-1 9B

Engine Shutdown if Operator Leaves Seat Without Setting Park Brake

Freight

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ANNEX C TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer Numbers

Type and Model of Equipment

Number of units

Total Cost

\$6,230.00

\$69,705.00

Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Alambrados Automotrices S.A. de C.V.

Av De Las Fabricas #5814 Parque Industrial Finsa

Nuevo Laredo, Tamaulipas, Mexico 81000

Hyster/Hyster

B199H05155V

B60XT

\$6,230.60

Cost/unit

PO#P1S91129 PRD2015A-005 6,000 lb Capacity LP Electric Pallet Jack

With the following:

Controls - Transistor

24 Volt

Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10'x 5" Tandem Articulating Load Wheels

Butterfly Control Handle

Battery Discharge Indicator With Lift Interrupt

60" Load Backrest

Freight

General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V.

Calle Iturbe #6970

Parque Industrial Longoria

Nuevo Laredo, Tamaulipas, Mexico 81000

F108V12620V E50XM

Hyster/Hyster PO#P1S91129

F108V12621V

PRD2015A-006

F108V12641V

5,000 lb Capacity Electric Lift Truck

With the following:

Enhanced Controls - GE EV100 ZX SCR

36 Volt

Lever Direction Control

Seat Actuated & Manual Perk Brake

SCR Hydraulics

Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL

Carriage: Hook Type 38.5* Sideshift - Mfg Std Forks: 427 K-1 9B

Battery Compartment ROLLERS for RH Machine Removal

Freight

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ANNEX C TO

EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Ensamble de Cables y Components S.A. de C.V.

iturbe 1305

Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster

PO#P1S91129

A455N01523V

A455N01524V

B30XTR

\$18,078.00

\$18,078.00

\$18,078.00

PRD2015A-010

3,000 lb Lift Truck With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift: 32.5" Pin Type

Load Backrest - 48"

Forks: 42" x 1.5" x 4" - MFG STD

Battery Discharge Indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires; 10" x 5" Polyurethane

Freight

General Motors de Mexico S.A. de C.V.

Delphi Cableados S.A. de C.V. Calz. De Lam Revolucion S/N

Parque Industrial

Guadalupe, Zacatecas, Mexico 99080

B30XTR

Hyster/Hyster. PO#P1591129 PRD2015A-010

3,000 lb Lift Truck With the following:

24 Volt

Transistor Controls

Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL

Single Reach Carriage With Sideshift: 32.5" Pin Type

Load Backrest - 48"

Forks: 42* x 1.5* x 4" - MFG STD

Battery Discharge indicator With Lift Interrupt And Hour Meter

Load Wheels: 4" x 2.8" Tandem Polyurethane

Drive Tires; 10" x 5" Polyurethane

Freight

LESSEE:

TOTAL EQUIPMENT COST:

\$176,011.00

\$18,078.00

GENERAL MOTORS CORPORATION

Ву:

Authorized Representative

Name: Title:

Marsha L. Smith

Purchasing Senior Buyer

Date:

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TO

EQUIPMENT SCHEDULE NO. 1118 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE*

RENTAL			STIPULATED LOSS VALUE
Interim Rent			115%
Basic Term Rent			
1			114%
2			113%
2 3			112%
4			. 111%
5	• •		111%
6 7			110%
7			109%
.8 .9			108%
			107%
10			106%
11			105%
12			104%
13			103%
14		-	102%
15 .			101%
16		4 - 1 ميل ا	100%
17			99%
18			98%
19			97%
20			96%
21			95% 94%
22			94%
23			92%
24			92% 91%
25			90%
26			89%
27			88%
28		_	87%
29		_	86%
30 31			85%
32			84%
33			83%
34		, **	82%
35		*	81%
36			80%
35 37			79%
38		-	
50			· •=

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ORIGINAL

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	39	Affidavit Pg	104 of 194 76%	ORIGINAL
•	40		75%	UNIGINAL
	41		74%	
	42		73%	
	43		72%	
	44		71%	
	45		69%	
	46		68%	
	47		67%	
	48		66%	
	49		65%	
	50		64%	
	51		62%	
	52		61%	
	53		60%	
	54		59%	
	55		57%	
	5 6		56%	
	57		57%	
	. 58	1	54%	
•	59 "		52%	
	60		51%	

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage/figure shown above shall control throughout any such extended term.

Initials:

firstame\els.1118

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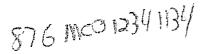
EQUIPMENT SCHEDULE No. 1134

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Doc# 12341134-001

EQUIPMENT SCHEDULE
NO. 1134
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995



Lessor and Mailing Address:

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

- 1. Advance Rent (if any): N/A
- 2. Capitalized Lessor's Cost: \$594,935.00
- 3. Basic Term Lease Rate Factor: 1.642%
- 4. Daily Lease Rate Factor: 0.0547%
- 5. Basic Term (Number of Months): 60
- Basic Term Commencement Date: The last day of the calendar month in which the Commencement
 Date occurs for all the Equipment described herein.
- 7. Equipment Location: General Motors de Mexico S.A. de C.V.
 Various as described on Annex A attached hereto
- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- 11. Termination Date: The later of (I) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
- 12. Purchase Option: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

Doc# 12341134-001

- 14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
 - Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 - With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
 - Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

Doc# 12941194-001

- 2, Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

Ε. **INSURANCE**

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in 1 limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- 2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Lose Value, with no co-insurance requirement,

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect, This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

GEMENT GROUP, INC. FIRST

Ву: Name: Title:

LESSEE:

GENERAL MOTORS CORPORATION.

Marsha L. Smith Name:

Title: Purchasing Senior Buyer

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ANNEX A TO

EQUIPMENT SCHEDULE NO. 1134 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/

Manufacturer

Serial Numbers

Type and Model of Equipment

Number

of units

Cost/unit

Total Cost

Equipment Location:

Delphi Packard Electric Systems

General Motors de Mexico S.A. de C.V.

Ave. Rio Bravo S/N Plarque Ind. Rio Bravo

Juarez, Chihuahua, Mexico 32659

E45XM

\$20,515.00

\$41,030.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.\€

Parque Ind. Paquime Monte Alban y Tulum

Casas Grandes, Chihuahua, Mexico 33700

Hyster/Hyster PO#P1S07176 PRD2093A-001

E45XM

\$20,515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

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TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/
Manufacturer
Equipment Location:

Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Delphi Packard Electric Systems

General Motors de Mexico S.A. de C.V.

Carretera A Anahuac KM. 5

Cuauhtemoc, Chihuahua, Mexico 31578

F45XM

\$20,515.00

\$20,515.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Americas Chihuahua, Chihuahua, Mexico 31200

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

2

\$20,515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Valt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5° Sideshift – MFG STD Forks: 42" x 1.5" x 4° Battery Compartment Rollers

Freight

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ANNEX A

TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers

Type and Model

Number

of Equipment

of units

Cost/unit

Total Cost

Chihuahua, Chihuahua, Mexico 31090

Equipment Location:

Carr. Panamericana

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V.

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

\$20,515.00

\$61,545.00

4,500 lb Capacity Electric Lift Truck With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. 3 y 16 Poniente Delicias, Chihuahua, Mexico 745897

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

\$20,515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4"

Battery Compartment Rollers

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TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Serial

Manufacturer Numbers

Equipment Location:

Delphi Packard Electric Systems

General Motors de Mexico S.A. de C.V.

Carr. Panamericana KM. 1588 Meogui, Chihuahua, Mexico 732042 Type and Model of Equipment

Number

of units

Cost/unit

Total Cost

Hyster/Hyster PO#P1S07176 PRD2093A-001

E45XM

2

\$20,515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Voit

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4"

Battery Compartment Rollers

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Blvd. Macario Gaxiola 1001 Sur Col. R. Jaramillo Mochis, Sinaloa, Mexico 81280

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

3

\$20,515.00

\$61,545.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4"

Battery Compartment Rollers

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ANNEX A

TO

EQUIPMENT SCHEDULE NO. 1134

ORIGINAL

DESCRIPTION OF EQUIPMENT

Supplier/

Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Manufacturer

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V.

Ave. Perez Serna/Dunant Parque Ind. Omega

Juarez, Chihuahua, Mexico 32320

E45XM

\$20,515.00

\$61,545.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Tecnologico y Juan Kepler #69616 Juarez, Chihuahua, Mexico 32500 . - -

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

\$20.515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

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ANNEX A ORIG

NNEZ TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer

Hyster/Hyster

PO#P1S07176

PRD2093A-001

Serial Numbers

Equipment Location:

Delphi Packard Electric Systems

General Motors de Mexico S.A. de C.V.

Fresnel Farenheit #8626 Parque Ind. Bermudez

Juarez, Chihuahua, Mexico 32310

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E45XM

4,500 lb Capacity Electric Lift Truck

With the following:

Type and Model

of Equipment

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift – MFG STD Forks: 42* x 1.5* x 4* Battery Compartment Rollers

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Calle Tapoco #6466 Juarez, Chihuahua, Mexico 32320

Hyster/Hyster PO#P1S07176 PRD2093A-001 E45XM

3

Number

of units

\$20,515.00

Cost/unit

\$20,515.00

\$61,545.00

Total Cost

\$20,515.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

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ORIGINAL

ANNEX A TO

- EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Rio Bravo S/N Parque Ind. Rio Bravo Juarez, Chihuahua, Mexico 32660

E45XM

\$20,515.00

\$61,545.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

4,500 lb Capacity Electric Lift Truck With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5 Sideshift - MFG STD Forks: 42" x 1.5" x 4"

Battery Compartment Rollers

Freight

TOTAL EQUIPMENT COST:

\$594,935.00

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TO

EQUIPMENT SCHEDULE NO. 1134 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		DESCRIPTION OF EQUIPM	ENT		
Supplier/ Manufacturer Equipment Location: Delphi Packard Electric S General Motors de Mexic		Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Ave. Rio Bravo S/N Plarque Ind. Rio Bravo Juarez. Chihuahua, Mexic	o 32659	·			
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14566V F108V14569V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Inte Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" (Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	100 ZX SCR emupt – MFG STD	\$20,515.00	\$41,030.00

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EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers

Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Paquime Monte Alban y Tulum

Casas Grandes, Chihuahua, Mexico 33700

F108V14543V

E45XM

4,500 lb Capacity Electric Lift Truck

\$20,515.00

\$20,515.00

\$41,030.00

\$20,515.00

Hyster/Hyster PO#P1S07176

PRD2093A-001

F108V14644V

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carretera A Anahuac KM. 5 Cuauhtemoc, Chihuahua, Mexico 31578

Hyster/Hyster PO#P1S07176 PRD2093A-001 F108V14568V

E45XM

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

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TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIP	TION	OF	FOL	IPMENT
	11011	\sim		- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Supplier/ Serial Manufacturer

Type and Model Numbers of Equipment

Number of units

Cost/unit **Total Cost**

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V.

Parque Ind. Americas

Chihuahua, Chihuahua, Mexico 31200

F108V14544V

E45XM

\$20,515.00

\$41,030.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

F108V14570V

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana Chihuahua, Chihuahua, Mexico 31090

Hyster/Hyster

F108V14539V

E45XM

\$20,515.00

\$61,545.00

PO#P1S07176 PRD2093A-001 F108V14541V F108V14572V

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Voit

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

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ORIGINAL

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit Total Cost

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V.

Ave. 3 y 16 Poniente

Delicias, Chihuahua, Mexico 745897

Hyster/Hyster PO#P1S07176 PRD2093A-001

- F108V14540V-F108V14650V

E45XM 4,500 lb Capacity Electric Lift Truck

\$20,515.00

\$41,030.00

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana KM. 1588 Meogui, Chihuahua, Mexico 732042

Hyster/Hyster PO#P1S07176 PRD2093A-001 F108V14649V F108V1465[†]iV

\$20,515.00

\$41,030.00

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x: 1.5" x 4" **Battery Compartment Rollers**

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ANNEX C TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer Numbers

Type and Model of Equipment

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Blvd. Macario Gaxiola 1001 Sur Col. R. Jaramillo

Mochis, Sinaloa, Mexico 81280

Number of units

Cost/unit Total Cost

Hyster/Hyster

F108V14573V

E45XM

\$20,515.00

\$61,545.00

PO#P1S07176 PRD2093A-001 F108V14643V F108V14646V 4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Perez Sema/Dunant Parque Ind. Omega Juarez, Chihuahua, Mexico 32320

Hyster/Hyster

³ =: E108V14571V ← - F108V14641V

E45XM

\$20,515.00

\$61,545.00

PO#P1S07176 PRD2093A-001 F108V14642V

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

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ANNEX C TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Serial Manufacturer Numbers **Equipment Location:**

PO#P1S07176

PRD2093A-001

Type and Model Number of Equipment

of units Cost/unit Total Cost

\$20,515.00

\$20,515.00

\$41,030.00

\$20,515,00

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Tecnologico y Juan Kepler #69616

Juarez, Chihuahua, Mexico 32500 Hyster/Hyster

F108V14536V E45XM F108V14538V 4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Fresnel Farenheit #8626 Parque Ind, Bermudez

Juarez, Chihuahua, Mexico 32310

Hyster/Hyster PO#P1S07176 PRD2093A-001 F108V14647V E45XM

4,500 lb Capacity Electric Lift Truck

With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5* Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

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ANNEX C

EQUIPMENT SCHEDULE NO. 1134

Number

of units

Cost/unit

\$20,515.00

Total Cost

\$61,545.00

•	DE	SC	RIP'	TION	OF	EQUII	PMENT
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Manufacturer Numbers
Equipment Location:
Delphi Packard Electric Systems
General Motors de Mexico S.A. de C.V.
Calle Tapoco #6466
Juarez, Chihuahua, Mexico 32320

Serial

F108V14645V

Supplier/

Hyster/Hyster

PO#P1S07176

PRD2093A-001

o 32320 F108V14545V E45XM

4,500 lb Capacity Electric Lift Truck

F108V14652V With the following:

Type and Model

of Equipment

Enhanced Control Package GE EV100 ZX SCR

36 Valt

Lever Direction Control SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5° Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers

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Affidavit Pg 123 of 194

ANNEX C TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

Total Cost

Equipment Location:

Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V.

Ave. Rio Bravo S/N Parque Ind. Rio Bravo Juarez, Chihuahua, Mexico 32660

F108V14542V - E45XM

\$20,515.00

\$61,545.00

Hyster/Hyster PO#P1S07176 PRD2093A-001

- F108V14567V · 4,500 lb Capacity Electric Lift Truck

F108V14648V - With the following:

Enhanced Control Package GE EV100 ZX SCR

36 Volt

Lever Direction Control

SCR Hydraulics

Seat Actuated and Manual Brake

Battery Discharge Ind. With Lift Interrupt - MFG STD

Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly

Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL

Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" **Battery Compartment Rollers**

Freight

TOTAL EQUIPMENT COST:

\$594,935.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

TO

EQUIPMENT SCHEDULE NO. 1134 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE*

	•
RENTAL	STIPULATED LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	114%
2	113%
3	112%
4	111%
5	111%
6	110%
7	109%
8	108%
9	107%
10	106%
11	105%
12	104%
13	103%
14	102%
15	101%
16	100%
17 6	99%
18	98%
19	97%
20	96%
21	95%
22	94%
23	93%
24	92%
25 ·	91% 90%
26	89%
27	88%
28	87%
29	- 86%
30 31	85%
32	84%
33	83%
34	82%
35	81%
36	80%
37	79%
38	77%
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	40	75%
	41	74%
	42	73%
	43	72%
	44 -	71%
	45 ·	69%
	46	68%
	47	67%
	48	66%
	49 -	65%
	50	54%
	51	62%
	52	61%
	53	60%
	54	59%
	55	57%
	<u>56</u>	56%
	57 50	57%
	58	54%
	59 60	52%
	60	51%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

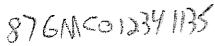
Initials:

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EQUIPMENT SCHEDULE No. 1135

ORIGINAL

EQUIPMENT SCHEDULE NO. 1135 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995



Lessor and Mailing Address: -

Lessee and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC. 1600 RAND TOWER, 527 MARQUETTE AVE. S. MINNEAPOLIS, MN 55402

GENERAL MOTORS CORPORATION 902 E. HAMILTON AVENUE FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

Α. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A stlached hereto and made a part hereof.

₿. FINANCIAL TERMS

- 1. Advance Rent (if any): N/A
- 2. Capitalized Lessor's Cost: \$39,840.00
- 3. Basic Term Lease Rate Factor: 1.642%
- 4. Daily Lease Rate Factor: 0.0547%
- 5. Basic Term (Number of Months): 60
- 6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
- 7. Equipment Location: General Motors de Mexico S.A. de C.V.

Delphi P. E. S. Predio Santo Tomas Anillo Perimetral

Parral, Chihuahua, Mexico 131090

- 8. Lessee's Federal Tax ID Number: 38-0572515
- 9. Supplier: Hyster Company
- 10. Last Delivery Date:
- Termination Date: The later of (I) the 60th Basic Rent Date or (II) the last day of any extension of this 11. Lease.
- 12. Purchase Option: Fair Market Value.
- 13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

- 14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
 - 1. At the time of return when loaded to its rated capacity, each unit shall:
 - Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
 - Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 - 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 - 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
 - 5. Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. <u>Depreciation Method</u>: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. <u>Basis</u>: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term
Commencement Date ("Interim Périod"), Lessee shall pay as rent ("Interim Rent") for each unit of
Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such
unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term
Commencement Date.

- Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each
 month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic
 Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of
 all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (bread form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:

Name:

Title:

Marsha L. Smith

Title:

Purchasing Senior Buyer

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Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 130 of 194 Doc# 12341135-001

> ANNEX A TO

ORIGINAL

EQUIPMENT SCHEDULE NO. 1135 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

Supplier/ Manufacturer Equipment Location: General Motors de Mexico S.A. de C.V.

Serial Numbers Type and Model of Equipment

Number of units

Cost/unit

\$9,960.00

Total Cost

\$39,840.00

Predio Santo Tomas Anillo Perimetral Parral, Chihuahua, Mexico 131090

Lessee

Hyster/Hyster PO#P1S01110 PRD2054A-001

Delphi P. E. S.

W20XTA

2,000 lb Capacity Electric Walkie Stacker

With the following: Voltage: 24V

Battery Discharge Indicator with Lift Interrupt

Drive Tire: Poly

Load Wheels: Dual Poly Mast: 3 Stage 182/83/44FFL Sideshifter: MFG STD **Butterfly Control Handle**

Three Speed Forward and Reverse

Freight

TOTAL EQUIPMENT COST:

\$39,840.00

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Filed 02/19/07 Affidavit Pg 131 of 194

Entered 02/19/07 16:27:30

Exhibit C to

ANNEX C TO

ORIGINAL

Doc# 12341135-001

EQUIPMENT SCHEDULE NO. 1135 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (I) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer Equipment Location: General Motors de Mexic Delphi P. E. S. Predio Santo Tomas Anillo Perimetral Parral, Chihuahua, Mexic		DESCRIPTION OF EQUIPA Type and Model of Equipment	MENT Number of units	Cost/unit	Total Cost
Hyster/Hyster PO#P1S01110 PRD2054A-001	A453N01553V A453N01554V A453N01555V A453N01556V	W20XTA 2,000 lb Capacity Electric Walkie S With the following: Voltage: 24V Battery Discharge Indicator with Li Drive Tire: Poly Load Wheels: Dual Poly Mast: 3 Stage 182/83/44FFL Sideshifter: MFG STD Butterfly Control Handle Three Speed Forward and Revers Freight	ift Interrupt	\$9,960.00	\$39,840.00

TOTAL EQUIPMENT COST:

\$39,840.00

LESSEE:

GENERAL MOTORS CORPORATION

Ву:

Authorized Representative Marsha L. Smith

Name: Title:

Purchasing Senior Buyer

Date:

4

ANNEX D TO EQUIPMENT SCHEDULE NO. 1135 TO MASTER LEASE AGREEMENT DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

DENTH	STIPULATED
RENTAL	LOSS VALUE
Interim Rent	115%
Basic Term Rent	
1	114%
2	113%
3	112%
4	111%
5	111%
6	110%
7	109%
8	108%
9	107%
10	106%
11	105%
12 13	104%
14	103% 102%
15	101%
16	100%
17	99%
18	98%
19	97%
20	96%
21	95%
22	94%
23	93%
24	92%
25	91%
26	90%
27	89% 88%
28 29	87%
30	86%
31	85%
32	84%
.33	83%
34	82%
35	81%
36	80%
37	79%
38	77%

05-44481-rdd	Doc 6990-6	7 Entered 02/19/0 g 133 of 194	Daniel 400 44 405 0	Exhibit C to
	39	76%	ORI	GINAL
	40	75%	OIV	011.
	41	74%		
	42			
	43	73%		
		72%		
	44	71%		
	45	69%		
	46	68%		
	. 47	67%		
	48	66%		
	49	65%		
	50	64%		
	51	62%		
	52	61%		
	53	60%		
	54	59%		
	55	57%		
	56	56%		
	57	57%		
	58			
		54%		
	59	52%		
	60	51%		

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

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05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 134 of 194

EQUIPMENT SCHEDULE No. A-1

EQUIPMENT SCHEDULE SCHEDULE NO. A-1 DATED THIS 7TH DAY OF AUGUST, 1995 TO MASTER LEASE AGREEMENT NO. 9808MIG512 DATED AS OF AUGUST 1, 1995

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP

GENERAL MOTORS CORPORATION, DELPHI HARRISON THERMAL SYSTEMS

200 UPPER MOUNTAIN ROAD / BLDG. 7A

98 NORTH WASHINGTON STREET

BOSTON, MA 02114

LOCKPORT, NY 14094

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Schedule B attached hereto and made a part hereof.

B. FINANCIAL TERMS

1.	Advance Rent (if any):	N/A		
2.	Capitalized Lessor's Cost:	\$221,850.00		
3.	Basic Term Lease Rate Factor:	.014783000		
4.	Daily Lease Rate Factor:	.000492767		
5.	Basic Term (Number of Months):	60		
6.	Basic Term Commencement Date:	10-01-95		
7.	Equipment Location:	see Annex A		
8.	Lessee's Federal Tax ID Number:	01.283.9643		
9.	Supplier:	see Annex A		
10.	Last Delivery Date:	see Annex A		
11.	First Termination Date: 01-01	-96 (3) months after the Basic Term Commencement Date.		
12.	Option Price:	Fair Market Value		

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

- 1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on October 1, 1995.
- 2. Basic Term Rent. Commencing on October 1, 1995, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraph 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. RETURN CONDITIONS

In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Sections V and X of the Agreement, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Agreement and in compliance with the following special return conditions:

Each item of Equipment shall be in both good appearance and operating condition, less reasonable wear and tear. Each tire, brake and wheel shall have 50% remaining life. Each unit and component of such unit shall be capable of performing or meeting the manufacturer's minimum performance specifications when new, including but not limited to, the upper coupler, air lines, electrical system, braking system, safety and warning devices and attachments. Floor, wall, glass and roof damage will be limited to \$200.00 in total. Lessee shall also de-identify each unit by properly removing any decals, paint and all other Lessee markings.

Each item of Equipment shall not be operated more than 1000 hours per year. In the event that any item of Equipment is operated more than 1000 hours, Lessee shall pay to Lessor a charge of twenty-five cents (.25) for each additional hour of operation. Upon the expiration of the Lease Term, or any extension or renewal thereof, Lessee shall properly prepare, pack and ship each item of Equipment in accordance with this Section E and the Master Lease.

If any of the above conditions are not met, the Lessee has the option of repairing the Equipment at his own expense, or if repairs are performed by Lessor or Lessor's agent, Lessee shall pay any costs associated therewith.

INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five 1. Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated-Less Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

This Equipment Schedule incorporates by reference the Equipment Lease and each Equipment Schedule constitutes a separate and independent Lease. Terms defined in an Equipment Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Equipment Schedule. In the event of a conflict between the terms of an Equipment Schedule and the Equipment Lease, the terms of the Equipment Schedule shall govern.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

AMERICAN FINANCE GROUP

GENERAL MOTORS CORPORATION, DELPHI

HARRISON THERMAL SYSTEMS

Name:

Name:

Title:

L OF L SERIALLY NUMBERED COUNTERPART NO. MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

ANNEX A TO

SCHEDULE NO. A-1

TO MASTER LEASE AGREEMENT NO. 9808MIG512

DATED AS OF AUGUST 1, 1995

Manufacturer

Serial Numbers

Type and Model Number

Cost

of Equipment of Units

Per Unit

see Attached Schedule A and Schedule B

Initials:

NOT APPLICABLE

ANNEX B

TO

SCHEDULE NO. A-1

TO MASTER LEASE AGREEMENT NO. 9808MIG512 DATED AS OF AUGUST 1, 1995

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of ("Agreement), between American Finance Group ("Lessor") and General Motors Corporation, Delphi Harrison Thermal Systems ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

- (a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.
- (b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the

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Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP

GENERAL MOTORS CORPORATION, DELPHI HARRISON THERMAL SYSTEMS

By: NOT APPLICABLE

Title:

Title:

ANNEX C

SCHEDULE NO. A-1 TO MASTER LEASE AGREEMENT NO. 9808MIG512 DATED AS OF AUGUST 1, 1995

CERTIFICATE

To: American Finance Group ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Manufacturer

Serial Numbers

Type and Model of Equipment

See Attached Schedule A

Authorized Representative

Dated:

ANNEX D

SCHEDULE NO. A-1

TO MASTER LEASE AGREEMENT NO. 9808MIG512 DATED AS OF AUGUST 1, 1995

STIPULATED LOSS AND TERMINATION VALUE TABLE*

SEE ATTACHED EXHIBIT ONE

Initials:

Lessor

Gessee <u>4</u>

The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Schedule A - Rental Schedule Economics

AHERICAN FINANCE GROUP

DELPHI HARRISON THERHAL SYSTEMS LESSEE:

AMERICAN FINANCE GROUP LESSOR:

LEASE TERM (months): RENTAL SCHEDULES

9

A-1

10/01/1995 9/30/2000 HONTHLY ADVANCE .014783000

LEASE EXPIRATION DATE: PRIMARY START DATE: PAYMENT FREQUENCY:

ADVANCE/ARREARS: LEASE RATE:

PER DIEM LEASE RATE:

.000492767 \$3,279.61

> TOTAL INTERIH RENT: NUMBER OF PAYMENTS: PERIODIC REHT:

PAYMENT COMMENCEMENT DATE: TOTAL EQUIPHENT COST:

DOCUMENTATION, FEE:

\$221,850.00

10/01/1995

\$6,012.62

\$ \$ \$ \$ \$

LESSEE INITIALS

LESSOR INITIALS

8/08/95 17:01:27 PAGE

LLR40D-01

			I 1 1 1			
			Acceptance Date	8/07/1995		
	RENTAL SCHEDULE AND ACCEPTANCE CERTIFICATE NUMBER: A-1		Туре	RAILCAR HOVER	NY 14094	
escription	CHEDULE AND ACCEPTANCE		Hodel	RZ SS4600	LOCKPORT	
Schedule B Equipment Description			Year Hanufacturer	RAIL KING	OO UPPER HOUNTAIN RD	
	LESSEE: DELPHI HARRISON THERMAL SYSTEMS	LESSOR: AMERICAN FINANCE GROUP	Acceptance Equipment Cost Serial Number Year Manufacturer Model Type Date	221,850.00	221,850.00 Total for Location 200	221,850.00 Total Equipment Cost
	LESSEE	LESSOR: A	Equipment Cost	221,850.00	22	221,850.00

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MERICAN FINANCE GROUP

LLR41D-01

GENERAL MOTORS COPROATION, DELPHI HARRISON THERMAL SYSTEMS EXHIBIT 1 RENTAL SCHEDULE AND ACCEPTANCE CERTIFICATE NO A-1

(Stated as Percentage of Equipment Cost)

AFTER PRIHARY TERH PAYMENT NO.	TERMINATION BY SALE	CASUALTY VALUE
Prior to 1	****	120.00
1		119.49
		118.96
3		118.43
4	120.89	117.89
5	120.34	117.34
5 4 5 6 7	119.79	116.79
, 8	119.22	116.22
о 9	118.65 118.06	115.65 115.06
10	117.47	114.47
11	116.87	113.87
12	116.26	113.26
13	115.63	112.63
14	115.00	112.00
15 16	114.36 113.71	111.36 110.71
17	113.05	110.05
18	112.38	109.38
19	111.70	108.70
20	111.01	108.01
21	110.30	107.30
22	109.59	106.59
23 24	108.87 108.13	105.87 105.13
25	107.38	104.38
26	106.63	103.63
27	105.86	102.86
28	105.08	102.08
29	104.28	101.28
30 31	103.48 102.66	100.48 99.66
32	101.83	98.83
33	100.99	97.99
34	100.13	97.13
35	99.27	96.27
36 37	98.39 07.40	95.39
38	97.49 96.59	94.49 93.59
39	95.66	92.66
40	94.73	91.73
41	93.78	90.78
42	92.82	89.82
43	91.84	88.84
44 45	90.85 89.85	87.85 86.85
45 46	88.82	85.82
47	87.79	84.79
48	86.74	83.74
49	85.67	82.67
50	84.59	81.59
51 52	83.49 82.38	80.49 79.38
52 53	81.25	79.30 78.25
54	80.10	77.10
55	78.93	75.93
56	77.75	74.75
57	76.56	73.56
58 E0	75.34 7/ 11	72.34 71.11
59 60	74.11 73.00	70.00
~	1 2 4 4 4 4	, 4,44

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and Eireann II, a division of ATEL Transatlantic Investors, Inc., a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation:

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee: Delphi Corporation (f/k/a Delphi Energy and Management Systems)	
By: A	
Mame: Mames A Bertrand,	
Title: Fresident, S+I and AHE	
Date: 6/3/03	
Lessor: Eireann II, a division of	
ATEL Transatlantic Investors, Inc.	ATEL LEGAL DEPARTMENT APPROVED
By: VOte & Work	as to form
Name: Vasco H. Mora	3
Title: of Manager	

WAAFG PORTFOLIOS/UBK/Delphi Energy/Full Assignment Assumption Consent without Recourse (ES Nos. A-2 to A-5).051903.doc

Service Services

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann III**, a division of ATEL Transatlantic Investors, Inc., a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule No. A-1 thereto dated as of October 7, 1997 (Equipment Schedule No. A-1, and the Master Lease to the extent it applies thereto collectively, the "Lease");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Lease;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of the Lease for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Lease shall mean Delphi Corporation and hereby acknowledges the terms of the Lease and and agrees to pay and perform all obligations of Lessee under the Lease (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the term of the Lease as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-1	6/1/03	5/31/04	\$2,835.00	12 mo. In adv.

The Stipulated Loss Value during the term of the renewal shall be 72.03%.

The Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

 Lessee: Delphi Corporation (f/k/a Delphi Energy and Management Systems)
By. Pen A D
Name: James A. Bertrand
Title: President, S& I and AHG
Date: 6/3/03
Lessor: Eireann III, a division of ATEL Transatlantic Investors, Inc.
By: Wha I War

Vasco H. Morais Gr. Vice President of Manager

Title:

W:MFG PORTFOLIOS/UBK/Delphi Energy/Fuil Assignment Assumption Consent without Recourse,(ES Nos. A-2 to A-5),051903.doc

EQUIPMENT SCHEDULE No. A-2

125L

EQUIPMENT SCHEDULE SCHEDULE NO. A-2 DATED THIS 12TH DAY OF DECEMBER, 1997 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP, INC. 24 SCHOOL STREET FLOOR 7 BOSTON, MA 02108 GENERAL MOTORS CORPORATION, DELPHI ENERGY & ENGINE SYSTEMS 2900 SOUTH SCATTERFIELD ROAD ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B.	FINAN	NCIAL TERMS		
	1.	Advance Rent (if any): N/A		
	2.	Capitalized Lessor's Cost: \$2.793,572.50		
	3.	Basic Term Lease Rate Factor: .013462000		
	4.	Daily Lease Rate Factor: .000448733		
	5.	Basic Term (Number of Months): 60		
	6.	Basic Term Commencement Date: 01-01-98		
	7.	Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013		
	8.	Lessee's Federal Tax ID Number: 38-0572515		
	9.	Supplier: Liebherr-America, Inc., Saline, MI / Emag-Bohle L.L.C., Farmington Hills, MI		
	10.	Last Delivery Date: N/A		
	11.	First Termination Date: 04-01-98 (3) months after the Basic Term Commencement Date.		
	12.	Option Price: Fair Market Value		

C.	TAY	BEN	FF	7

reciation	

- Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line а. method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- Basis: One Hundred percent (100%) of Capitalized Lessor's Cost. C.

D. TERM AND RENT

- Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term 1. Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on Innuary 1, 1998.
- Basic Term Rent. Commencing on January 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term 2. Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the 3. Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits 1. dollars (\$5,000,000.00) per occurrence combined single Five Million of not less than limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no 2. co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized

representatives as of the date first above written. LESSEE: LESSOR: GENERAL MOTORS CARPO AMERICAN FINANCE GROUP, INC. DELPHI ENERG Name Danald Title Vice President & General Manager

> OF ESERIALLY NUMBERED COUNTERPART NO. MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART THER HAN COUNTERPART NO 1.

ANNEX A TO SCHEDULE NO. A-2 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

Manufacturer	Scrial Numbers	Type and Model of Equipment	Number of Units	Cost <u>Per Unit</u>
Emag-Bohle LLC	6M720.05165 6M720.05166	VSC 250 Twin Machine w/ Hopper Feed System	2	\$721,786.25
Liebherr	FN0960 FN0961 FN0962	LC 82 CNC Hobbing Machine	3	\$450,000.00

Initials:

Lessee

243342

ANNEX B TO SCHEDULE NO. A-2 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of <u>December 12, 1997</u> ("Agreement), between American Finance Group, Inc. ("Lessor") and <u>General Motors Corporation</u>, <u>Delphi Energy & Engine Management Systems</u> ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION I. ASSIGNMENT.

- (a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.
- (b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

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received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

LESSEE:

AMERICAN FINANCE GROUP, INC.

GENERAL MOTORS CORPORATION.

DELPHI ENERGY & EXIGINE

Title Vice President & General Manager

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

- (a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and
- Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.
- (c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this _____ day of December, 1997.

SUPPLIER:	
Ву	· · · · · · · · · · · · · · · · · · ·
Title	

ANNEX C TO SCHEDULE NO. A-2 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Manufacturer	Scriul Numbers	Type and Model of Equipment
Emag-Bohle LLC	6M720.05165 6M720.05166	VSC 250 Twin Machine w/ Hopper Feed System
Liebherr	FN0960 PN0961 FN0962	LC 82 CNC Hobbing Machine

Authorized Representative

ANNEX D TO SCHEDULE NO. A-2 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

AFTER PRIMARY TERM PAYMENT NO.	STIPULATED LOSS VALUE %	TERMINATION VALUE %
1 2 3 4 5	120.00 119.51 119.01 118.50 117.99	120.99 120.46
5 6 7 8 9 10	116.93 116.93 116.39 115.84 115.28 114.71	119.93 119.39 118.84 118.28 117.71 117.13
12 13 14 15 16	113.54 112.95 112.34 111.73 111.11 110.47	116.54 115.95 115.34 114.73 114.11 113.47
18 19 20 21 22 23	109.83 109.17 108.51 107.84 107.15 106.46	112.83 112.17 111.51 110.84 110.15 109.46
24 25 26 27 28 29	105.75 105.04 104.31 103.57 102.82 102.06	108.75 108.04 107.31 106.57 105.82 105.06
30 31 32 33 34 35	101.29 100.50 99.71 98.90 98.08 97.25	104.29 103.50 102.71 101.90 101.08 100.25
36 37 38 39 40	96.40 95.54 94.67 93.79 92.89 91.98	99.40 98.54 97.67 96.79 95.89 94.98
+1 +2 +3	91.06 90.12	94.06 93.12

AFTER PRIMARY TERM PAYMENT NO.	STIPULATED LOSS VALUE	TERMINATION VALUE
	*6	[⊕] , ′o
44 45 46 47 48 49 50 51 52 53 54 55 56 57 58	89.17 88.20 87.22 86.23 85.22 84.20 83.16 82.10 81.03 79.95 78.85 77.73 76.60 75.45 74.28 73.10 72.03	92.17 91.20 90.22 \$9.23 \$8.22 \$7.20 \$6.16 \$5.10 \$4.03 \$2.95 \$1.85 \$0.73 79.60 78.45 77.28 76.10 75.03

initials:	- Mrs.	DUC
	Lessor	Lessee

^{*} The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II**, a division of ATEL Transatlantic Investors, Inc., a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

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WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03 [,]	\$33,850	12 mo. In adv.
A-3	. 5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

C.	TAX	DEN	ERI	75
~ .			1 1	13

Depreciation Deductions:

2.	<u>Depreciation Method</u> : Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
b.	Recovery Period: 7 years
c.	Basis: One Hundred percent (100%) of Capitalized Lessor's Cost:

D. TERM AND RENT

- 1. <u>Interim Rent.</u> For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on <u>March 1, 1998</u>.
- Basic Term Rent. Commencing on March 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
AMERICAN FINANCE GROUP, INC.	GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE
By His Ahr	MANAGEMENT SYSTEM By
Name LISA G. Ryo Title Managy, John Undeworth	Name PANGOL RUNKLE Title VP
	1 0

COUNTERPART NO. ___ OF __ SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES GHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1

EQUIPMENT SCHEDULE No. A-3

EQUIPMENT SCHEDULE SCHEDULE NO. A-3 DATED THIS 28TH DAY OF JULY, 1997 TO MASTER LEASE AGREEMENT NO. 9602ING520 DATED AS OF FEBRUARY 12, 1996

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP, INC. 24 SCHOOL STREET BOSTON, MA 0210 GENERAL MOTORS CORPORATION, DELPHI INTERIOR & LIGHTING SYSTEMS 2915 PENDLETON AVENUE ANDERSON, IN 46016

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Schedule B attached hereto and made a part hereof.

B. FINANCIAL TERMS

1.	Advance Rent (if any):	<u>N/A</u>
2.	Capitalized Lessor's Cost:	\$320,125.00
3.	Basic Term Lease Rate Factor:	.016691000 .
4.	Daily Lease Rate Factor:	.000556367
5.	Basic Term (Number of Months):36
6.	Basic Term Commencement Date	te: <u>08-01-96</u>
7.	Equipment Location:	see Annex A .
8.	Lessee's Federal Tax ID Number	r: <u>38-0572515</u> .
9.	Supplier:	see Annex A .
10.	Last Delivery Date:	see Annex A .
11.	First Termination Date:	11-01-97 (3) months after the Basic Term Commencement Date.
12.	Option Price:	Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

- Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on September 1, 1997.
- 2. Basic Term Rent. Commencing on September 1, 1997, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule. Lessee agrees to pay both the first payment of Basic Term Rent due September 1, 1997 and the last payment of Basic Term Rent due July 31, 2000 on September 1, 1997.
- 3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraph 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. RETURN CONDITIONS

In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Sections V and X of the Agreement, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Agreement and in compliance with the following special return conditions:

Each item of Equipment shall be in both good appearance and operating condition, less reasonable wear and tear. Each unit and component of such unit shall be capable of performing or meeting the manufacturer's minimum performance specifications when new. Lessee shall also de-identify each unit by properly removing any decals, paint and all other Lessee markings.

Upon the expiration of the Lease Term, or any extension or renewal thereof, Lessee shall properly prepare, pack and ship each item of Equipment in accordance with this Section E and the Master Lease.

If any of the above conditions are not met, the Lessee has the option of repairing the Equipment at his own expense, or if repairs are performed by Lessor or Lessor's agent, Lessee shall pay any costs associated therewith.

Γ. **INSURANCE**

- Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
- "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss 2. Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

This Equipment Schedule incorporates by reference the Equipment Lease and each Equipment Schedule constitutes a separate and independent Lease. Terms defined in an Equipment Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Equipment Schedule. In the event of a conflict between the terms of an Equipment Schedule and the Equipment Lease, the terms of the Equipment Schedule shall govern.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSEE: LESSOR: GENERAL-MOTORS CORPORATION, AMERICAN FINANCE GROUP, INC. DELPHI INTERIOR & LIGHTING SYSTEMS Name: Title: KESI dENT

COUNTERPART NO. 1 OF 2 SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART

OTHER THAN COUNTERPART NO. 1.

ANNEX A TO SCHEDULE NO. A-3 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	Serial Numbers	Type and Model of Equipment	Number <u>of Units</u>	Cost ' Per Unit
Emag-Bohle LLC	6M720.05167	VSC 250 Twin Machine w/ Hopper Feed System	ī	\$721,786.25

Initials:

Lessee

ANNEX B TO SCHEDULE NO. A-3 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997 ·

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of ____March 2, 1998 ____ ("Agreement), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION I. ASSIGNMENT.

- (a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (I) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.
- (b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

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received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

LESSEE:

AMERICAN FINANCE GROUP, INC.

GENERAL MOTORS CORPORATION,

DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEM

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CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

- (a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and
- (b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.
- (c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessoe.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this _____ day of March, 1998.

SUPPLIER:		
Ву		
Title		

ANNEX C TO SCHEDULE NO. A-3 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997 ·

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lesse are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Manufacturer Type and Model of Equipment Serial Numbers Emag-Bohle LLC VSC 250 Twin 6M720.05167 Machine w/ Hopper Feed System

Authorized Representative

Dated: __3//\(\lambda\)/\(\lambda\)

ANNEX D TO SCHEDULE NO. A-3 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

AFTER PRIMARY	STIPULATED	TERMINATION
TERM PAYMENT NO.	LOSS VALUE	VALUE
		a.
	%	%
	120.00	
	120.00	
1	119.51	
2 3	119.01	
3	118.50 117.99	120.99
4	117.46	120.46
5	116.93	119.93
6 7	116.39	119.39
8	115.84	118.84
9	115.28	118.28
10	114.71	117.71
11	114.13	117.13
12	113.54	116.54
13	112.95	115.95
14	112.34	115.34
15	111.73	114.73
16	111.11	114.11
17	110.47	113.47
18	109.83	112.83
19	109.17	112.17
20	108.51	111.51
21	107.84	110.84
22	107.15	110.15
23	106.46	109.46
24	105.75	108.75
25	105.04	108.04
26	104.31	107.31
27	103.57	106.57 105.82
28	102.82	103.62
29	102.06 101.29	103.00
30	100.50	103.50
31 32	99.71	102.71
32 33	98.90	101.90
33 34	98.08	101.08
35	97.25	100.25
36	96.40	99.40
37	95.54	98.54
38	94.67	97.67
39	93.79	96.79
. 40	92.89	95.89
41		94.98
42	ES: 1 d E- UW 86. 91.98	94.06
43	90.12	93.12
, -		

AFTER PRIMARY TERM PAYMENT NO.	STIPULATED LOSS VALUE	TERMINATION VALUE
	%	%
44	89.17	92.17
45	88.20 87.22	91.20 90.22
46 47	86.23	89.23
48	85.22	88.22
49	84.20	87.20
50	83.16	86.16
51	82.10	85.10
52	81.03	84.03 82.95
53	79.95	82.93 81.85
54	78.85 77.73	80.73
55	76.60	79.60
56	75.45	78.45
57 58	74.28	77.28
58 59	73.10	76.10
60	72.03	75.03

Initials: DUC Lessor Lessee

The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

EQUIPMENT SCHEDULE No. A-4

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EQUIPMENT SCHEDULE SCHEDULE NO. A-4 DATED THIS 3RD DAY OF APRIL, 1998 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP, INC. 24 SCHOOL STREET FLOOR 7 BOSTON, MA 02108 GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEM 2900 SOUTH SCATTERFIELD ROAD ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

В. FINANCIAL TERMS 1. Advance Rent (if any): N/A 2. Capitalized Lessor's Cost: \$450,000.00 3. Basic Term Lease Rate Factor: .016843000 4. Daily Lease Rate Factor: _000561433 Basic Term (Number of Months): 36 5. б. Basic Term Commencement Date: 04-01-98 7. Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013 8. Lessee's Federal Tax ID Number: 38-0572515 9. Supplier: Liebherr-America, Inc. 1465 Woodland Drive, Saline, MI 48176-1259 10. Last Delivery Date: N/A First Termination Date: 07-01-98 (3) months after the Basic Term Commencement Date. 11.

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12.

Option Price: Fair Market Value

C.	TAX	BEN	EFI	TS

Depreciation Deductions:

- Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- ь. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

- I. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on April 1, 1998.
- 2. Basic Term Rent. Commencing on April 1, 1998 and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Busic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
- 3 Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

- 1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million _ dollars (\$5,000,000,00) per occurrence combined single limit for personal injury and property damage.
- 2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

AMERICAN FINANCE GROUP, INC.

GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE

MANAGEMENT SYSTEM

Name _ Title _

MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO

SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

COUNTERPART NO. 1 OF 2 SERIALLY NUMBERED

ANNEX A TO SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

Manufacturer	Serial Numbers	Type and Model of Equipment	Number of Units	Cost <u>Per Unit</u>
Liabhorr-America, Inc.	PN0963	LC 82 CNC Hobbing Machine	1	\$450,000.00

Initials:

Lessee

ANNEX B TO SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of <u>April 3, 1998</u> ("Agreement), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION I. ASSIGNMENT.

- (a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.
- (b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

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received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

LESSEE:

Title

AMERICAN FINANCE GROUP, INC.

GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE

MANAGEMENT SYSTEM

Title Manager Jean Underwitting

,

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

- (a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessec's execution of the Certificate for such Equipment; and
- (b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.
- (c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this _____ day of April, 1998.

SUPPLIER:	
Ву	
Title	

ANNEX C TO SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Type and Model of Equipment Manufacturer Serial Numbers LC 82 CNC Liebherr-America, Inc. PN0963 Hobbing Machine

Authorized Representative

Dated: 4/70/6

ANNEX D TO SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

AFTER PRIMA		STIPULATED LOSS VALUE	TERMINATION VALUE
		%	%
1 2		120.00 119.02 118.04	
2 3 4		117.03 116.02	119.02
* · · · · · · · · · · · · · · · · · · ·		114.99	117.99
5 6		113.94	116.94
7		112.88	115.88
7 8		111.81	114.81
9		110.72	113.72
10		109.62	112.62
11		108.50	111.50
12		107.37	110.37
13		106.22	109.22 108.05
14		105.05	106.87
15		103.87	105.67
ló		102.67 101.46	104.46
17 18		101.46	103.22
19		20 20	101.98
20		97.71	100.71
21		96.43	99.43
22		95.13	98.13
23		93.81	96.81
24		92.48	95.48
25		91.12	94.12
26		89.75	92.75
27		88.36	91.36
28		86.95	89.95 88.52
29		85.52 84.07	87.07
30		84.07 82.60	85.60
31		81.12	84.12
32 33		79.61	82.61
34		78.08	81.08
35		76.53	79.53
36		75.00	78.00
Initials:	John	DUR	
	Lessor	Lessee	

The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

Lessor:

The term of Equipment Schedule No. A-4 will be extended for 12 months from April 1, 2001 through March 31, 2002, for the amount of \$6,825.00 per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessee:

Eireann II, a division of ATEL Transatlantic Investors, Inc.

General Motors Corporation,
Delphi Energy and Engine
Management System

By:

Title: President

SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18th day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-4 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$6,142 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

LACCAR

Lessor:	Lessee:
Eireann II, a division of ATEL	General Motors Corporation,
Transatiantic Investors, Inc.	Delphi Energy and Engine
	Management System
By: Vatols Marin	ву:
	/) (
Title: Vasco H. Morais, Esq. Senior Vice President	
Title: Senior Vice President	Title: President
Date: 7/18/02	Date: 7/18/02.

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between Delphi Corporation, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and Eireann II, a division of ATEL Transatlantic Investors, Inc., a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS. Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing:

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee: Delphi Corporation (f/k/a Delphi Energy and Management Systems)	
By: A	
Mame: Marnes & Bertrand	
Title: fresident, S+I and AHS	
Date: 6/3/03	
Lessor: Eireann II, a division of	
ATEL Transatlantic Investors, Inc.	ATEL LEGAL DEPARTMENT APPROVED
By: Vate 4. Mora	AS TO FORM
Name: Vasco H. Moro	8)
Title: of Manager	

WAAFG PORTFOLIOSUBRIDelphi Energy/Full Assignment Assumption Consent without Recourse.(ES Nos. A-2 to A-5).051903.doc

EQUIPMENT SCHEDULE No. A-5

1251

EQUIPMENT SCHEDULE SCHEDULE NO. A-5 DATED THIS 30TH DAY OF APRIL, 1998 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP, INC. 24 SCHOOL STREET FLOOR 7 BOSTON, MA 02108 GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEM 2900 SOUTH SCATTERFIELD ROAD ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1.	Advance Rent (if any): N/A
2.	Capitalized Lessor's Cost: \$715,786.25
3.	Basic Term Lease Rate Factor: .016843000
4.	Daily Lease Rate Factor: 000561433
5.	Basic Term (Number of Months): 36
6.	Basic Term Commencement Date: 05-01-98
7.	Equipment Location: 2900 South Scatterfield Road. Anderson, IN 46013
8.	Lessee's Federal Tax ID Number: 38-0572515
9.	Supplier: Emag-Bohle L.L.C., 38800 Grand River Avenue, Farmington Hills, MI 48335
10.	Last Delivery Date: N/A
11.	First Termination Date: 08-01-98 (3) months after the Basic Term Commencement Date.
12.	Option Price: Fair Market Value

C.	TAX BENEFITS					
	Depreciation Deductions:					
	a.	Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight lire method for the first (1st) taxable year for which using the straight line method with respect to the adjuste basis as of the beginning of such year will yield a larger allowance.				
	b.	Recovery Period: 7 years				
	c.	Basis: One Hundred percent (100%) of Cupitalized Lessor's Cost.				
D.	TERM AND RENT					
 Interim Rent. For the period from and including the Lease Commencement Date to the Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for e Equipment, the product of the Daily Lease Rate Pactor times the Capitalized Lessor's Cost of suc the number of days in the Interim Period. Interim Rent shall be due on May 1, 1998. 						
	2.	Basic Term Rent. Commencing on May 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.				
	3.	Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs I and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.				
E.	INSUR	ANCE				
1. Commercial (broad form comprehensive) general liability, including contractual liability of not less than <u>Five Million</u> dollars (\$5,000,000.00) per occurrence limit for personal injury and property damage.		y, including contractual liability coverage, in limits s (\$5,000,000,00) per occurrence combined single				
	2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.					
Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.						
IN WI	TNESS ntatives	WHEREOF, Lessee and Lessor have caused this Sc as of the date first above written.	hedule to be executed by their duly authorized			
LESSC	R:	·	LESSEE:			
AMER	AMERICAN FINANCE GROUP, INC. GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEM					
By Name Title _	Olds Wan	M. Myr a.G. Klan Widewicking	By Name Dun Ruwleut Title VP: 6- Mgr.			
		COUNTERPART NO. 1 OF 2 SER	RIALLY NUMBERED			

Rev. 5/14/92

MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PARER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

ANNEX A TO SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	Serial Numbers	Type and Model of Equipment	Number <u>of Units</u>	Cost <u>Per Unit</u>
Emag-Bohle LLC	6M720.05168	VSC 250 Twin Machine w/ Hopper Feed System	1	\$715,786.25

Initials: Lessor

Lessee

Rev. 5/14/92

ANNEX B TO SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of April 30, 1998 ("Agreement), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lesser is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION I. ASSIGNMENT.

- (a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.
- (b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

05-44481-rdd Doc 6990-6 Filed 02/19/07 Entered 02/19/07 16:27:30 Exhibit C to Affidavit Pg 188 of 194

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

LESSEE:

AMERICAN FINANCE GROUP, INC.

GENERAL MOTORS CORPORATION, DELPHI ENERGY AND ENGINE

MANAGEMENT SYSTEM

Title Manager Scarelleder Withry

Title VP and GM Righ; E

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

- (a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and
- (b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.
- (c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this _____ day of May, 1998.

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SUPPLIER:	
Ву	,
Title	

ANNEX C TO SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

 Manufacturer
 Serial Numbers
 Type and Model of Equipment

 Emag-Bohle LLC
 6M720.05168
 VSC 250 Twin Machine w/ Hopper Feed System

Authorized Representative

Dated: 5/2//9/

ANNEX D TO SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

AFTER PRI		STIPULATED	TERMINATION
TERM PAYM		LOSS VALUE	VALUE
TEISHELATIV	ILIVI NO.	<u> </u>	
		%	%
		~*	
		120.00	
1		119.02	
2		118.04	
3		117.03	
4		116.02	119.02
5		114,99	117.99
6		113.94	116.94
7		112.88	115.88
8		111.81	114.81
ğ		110.72	113.72
10		109.62	112.62
ii		108.50	111.50
iż		107.37	110.37
13		106.22	109,22
14		105.05	108.05
15		103.87	106.87
16		102.67	105.67
17		101.46	104.46
18		100.22	103.22
19		98.98	101.98
20		97.71	100.71
21		96.43	99.43
22		95.13	98.13
23		93.81	96.81
24		92.48	95.48
25		91.12	94.12
26		89.75	92.75
27		88.36	91.36
28		86.95	89.95
29		85.52	88.52
30		84.07	87.07
31		82.60	85.60
32		81.12	84.12
33		79.61	82.61
34		78.08	80.18
35		76.53	79.53
36		75.00	78.00
	-A-1 440	h. 1	
initials:	John	011	
*1137347547	Lessor	Lessee	

[•] The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

Lessor:

The term of Equipment Schedule No. A-5 will be extended for 12 months from May 1, 2001 through April 31, 2002, for the amount of \$10,850.00 per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessee:

Eireann i	II, a division of ATEL Transatlantic Investors, Inc.	General Motors Corporation, Delphi Energy and Engine Management System
Ву:	Gy Kasto	ву:
Title:	Cherman	Title: President
Date:	2/20/01	Date: 2/26/07

SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18th day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-5 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$9,765 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:	Lessee:
Eireann II, a division of ATEL	General Motors Corporation,
Transatlantic Investors, Inc.	Delphi Energy and Engine
By: Vero W. Mor	Management System By:
Title: <u>Vasco H. Morais, Esq.</u> Senior Vice President	Title: Rregident
Date: 7 8 2	Date: 7/18/02

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows: 1

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

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For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72,03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee: Delphi Corporation (f/k/a Delphi Energy and Management Systems)	
By:	
Mame: Mames & Bertrand	
Title: Tresident, Sot I and Atte	
Date: 6/3/03	
Lessor: Eireann II, a division of ATEL Transatlantic Investors, Inc.	ATEL LEGAL DEPARTMENT
By: Vata & Nora	APPROVED AS TO FORM
Name: Vasco H. More Sr. Vice President of Manager	
Title: Of Wallager	•

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